

<i>SERFF Tracking Number:</i>	<i>SYMT-127825690</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Symetra Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>ICC11_LC7</i>		
<i>TOI:</i>	<i>L06I Individual Life - Variable</i>	<i>Sub-TOI:</i>	<i>L06I.002 Single Life - Flexible Premium</i>
<i>Product Name:</i>	<i>VCOLI</i>		
<i>Project Name/Number:</i>	<i>Private Placement Flexible Premium Variable Adjustable Life Insurance/ICC11_LC7</i>		

## Filing at a Glance

Company: Symetra Life Insurance Company

Product Name: VCOLI

TOI: L06I Individual Life - Variable

Sub-TOI: L06I.002 Single Life - Flexible Premium

Filing Type: Form

SERFF Tr Num: SYMT-127825690 State: Arkansas

SERFF Status: Closed-Approved-Closed  
Closed

Co Tr Num: ICC11\_LC7

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 06/19/2012

Authors: Kristen Kennedy, Jill Morgan, Lisa Richards

Date Submitted: 06/13/2012

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Private Placement Flexible Premium Variable Adjustable Status of Filing in Domicile: Authorized Life Insurance

Project Number: ICC11\_LC7

Requested Filing Mode: Review & Approval

Date Approved in Domicile: 01/20/2012

Domicile Status Comments: This product was submitted for approval to the Interstate Insurance Product Regulatory Commission (IIPRC) on November 14, 2011. Our domiciliary state, Washington, is a member of the IIPRC

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 06/19/2012

State Status Changed: 06/19/2012

Deemer Date:

Created By: Brady Smith

Submitted By: Kristen Kennedy

Corresponding Filing Tracking Number:

Filing Description:

Symetra Life Insurance Company

NAIC #1129-68608

SERFF Tracking Number: SYMT-127825690 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number:  
Company Tracking Number: ICC11\_LC7  
TOI: L06I Individual Life - Variable Sub-TOI: L06I.002 Single Life - Flexible Premium  
Product Name: VCOLI  
Project Name/Number: Private Placement Flexible Premium Variable Adjustable Life Insurance/ICC11\_LC7

Included Forms: L-10070/AR 10/11 - Private Placement Flexible Premium Variable Adjustable Life Insurance  
LUC-172 10/11 - Individual Life Insurance Application Part I  
LUC-174 10/11 - Individual Life Insurance Application - Part IV  
L-10077 10/11 - Cash Value Enhancement Rider

Dear Sir or Madam:

We are submitting copies of final versions of the above referenced forms for your review. The forms are new and do not replace any forms currently in use. The content does not deviate from normal company or industry standards.

This filing has been approved in substantially the same form through the Interstate Insurance Products Regulation Commission (SERFF# SYMT-127817353, January 20, 2012) for use in 40 jurisdictions. The documents have been revised where required to address your state-specific requirements.

The forms have not been scored for readability because the provisions are subject to federal regulation and are therefore exempt from state readability requirements.

The forms are submitted in final printed form and are subject only to minor modifications in paper stock, ink, and adaptation to computer printing. At some time in the future, it may be necessary for us to change the format, fonts, page breaks, etc. in this form in order to accommodate new technology or new printing equipment. We reserve the right to make these types of changes without re-filing as long as there is no change to the specific content of these forms. However, any such accommodation will not result in the use of a font or type style or size which would violate any law, regulation or standard.

LUC-172 10/11, Individual Life application – Part I will be used in the application process for this policy only and will become a part of the policy at issue. This application will be produced on paper for completion and a copy of the completed and signed application will be printed and attached to the policy at time of issue. Replacement questions are included in this application and suitability questions are completed separately

LUC-174 10/11, Individual Life application – Part IV will be used in the application process in conjunction with LUC-172 10/11 Individual Life Insurance Application Part I. This application will be produced on paper for completion and a copy of the completed and signed application will be printed and attached to the policy at time of issue.

L-10070/AR 10/11, Private Placement Flexible Premium Variable Adjustable Life Insurance Policy is a private placement flexible premium variable adjustable life insurance policy with a premium period payable to age 120. Issue ages are from 20 to 70. Premium classes are sex distinct, Nicotine, and Non-nicotine as described in the accompanying actuarial memorandum. The minimum face amount of insurance is \$10,000.

The contract offers a fixed account as well as a separate account. The investment divisions of the separate account reflect direct allocation of the investment performance of the investment division assets through the incorporation of unit-linked policy values.

There are three death benefit options: the face amount of the policy, the face amount plus the accumulation fund, and the face amount plus the return of premium.

The policy will not be issued in any employer-employee plans that are subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964.

This product will only be available as a private placement policy, which requires that each prospective purchaser must

<i>SERFF Tracking Number:</i>	<i>SYMT-127825690</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Symetra Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>ICC11_LC7</i>		
<i>TOI:</i>	<i>L06I Individual Life - Variable</i>	<i>Sub-TOI:</i>	<i>L06I.002 Single Life - Flexible Premium</i>
<i>Product Name:</i>	<i>VCOLI</i>		
<i>Project Name/Number:</i>	<i>Private Placement Flexible Premium Variable Adjustable Life Insurance/ICC11_LC7</i>		

certify that he or she is an accredited investor that is also a qualified purchaser

L-10077 10/11, Cash Value Enhancement Rider is an optional rider that reduces the impact of upfront charges on the policy performance in the early years of the policy. There is no charge for this rider.

This product will be marketed by licensed representatives who are licensed and appointed with Symetra. Commissions and gross premiums are consistent with those of the Company's individual policies and there is no deviation from usual retention.

The Statement of Variability and Actuarial Memorandums are included with this submission. No advertising is permitted for these forms.

To the best of our knowledge and belief, no part of this submission contains any unusual or possibly controversial items contrary to normal industry standards. No assumptions or provisions contained in the forms unfairly discriminate in the availability of rates or benefits for prospective insureds of the same class, equal expectation of life, and degree of risk or hazard.

Thank you for your consideration of this submission.

Sincerely,

Kristen Kennedy  
 Contract Analyst  
 kristen.kennedy@symetra.com  
 425-256-8047  
 State Narrative:

## Company and Contact

### Filing Contact Information

Kristen Kennedy, Compliance Analyst II	kristen.kennedy@symetra.com
777 108th Ave. NE, Suite 1200	425-256-8047 [Phone]
Bellevue, WA 98004-5135	425-256-5466 [FAX]

### Filing Company Information

Symetra Life Insurance Company	CoCode: 68608	State of Domicile: Washington
777 108th Ave NE, Suite 1200	Group Code: 1129	Company Type: Insurance
Bellevue, WA 98004-5135	Group Name:	State ID Number:
(800) 796-3872 ext. [Phone]	FEIN Number: 91-0742147	

-----

## Filing Fees

Fee Required?	No
Retaliatory?	No

*SERFF Tracking Number:* SYMT-127825690      *State:* Arkansas  
*Filing Company:* Symetra Life Insurance Company      *State Tracking Number:*  
*Company Tracking Number:* ICC11\_LC7  
*TOI:* L06I Individual Life - Variable      *Sub-TOI:* L06I.002 Single Life - Flexible Premium  
*Product Name:* VCOLI  
*Project Name/Number:* Private Placement Flexible Premium Variable Adjustable Life Insurance/ICC11\_LC7  
**Fee Explanation:**  
**Per Company:** No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Symetra Life Insurance Company	\$50.00	06/13/2012	60120497
Symetra Life Insurance Company	\$150.00	06/18/2012	60209216

SERFF Tracking Number:	SYMT-127825690	State:	Arkansas
Filing Company:	Symetra Life Insurance Company	State Tracking Number:	
Company Tracking Number:	ICC11_LC7		
TOI:	L06I Individual Life - Variable	Sub-TOI:	L06I.002 Single Life - Flexible Premium
Product Name:	VCOLI		
Project Name/Number:	Private Placement Flexible Premium Variable Adjustable Life Insurance/ICC11_LC7		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/19/2012	06/19/2012

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	06/18/2012	06/18/2012	Kristen Kennedy	06/18/2012	06/18/2012

<i>SERFF Tracking Number:</i>	<i>SYMT-127825690</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Symetra Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>ICC11_LC7</i>		
<i>TOI:</i>	<i>L06I Individual Life - Variable</i>	<i>Sub-TOI:</i>	<i>L06I.002 Single Life - Flexible Premium</i>
<i>Product Name:</i>	<i>VCOLI</i>		
<i>Project Name/Number:</i>	<i>Private Placement Flexible Premium Variable Adjustable Life Insurance/ICC11_LC7</i>		

## Disposition

Disposition Date: 06/19/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SYMT-127825690 State: Arkansas

Filing Company: Symetra Life Insurance Company State Tracking Number:

Company Tracking Number: ICC11\_LC7

TOI: L06I Individual Life - Variable Sub-TOI: L06I.002 Single Life - Flexible Premium

Product Name: VCOLI

Project Name/Number: Private Placement Flexible Premium Variable Adjustable Life Insurance/ICC11\_LC7

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	
Supporting Document	Application	No	
Supporting Document	Life & Annuity - Acturial Memo	No	
Supporting Document	Statement of Variability	No	
Form	Private Placement Flexible Premium	No	
	Variable Adjustable Life Insurance		
Form	Individual Life Insurance Application Part I	No	
Form	Individual Life Insurance Application -	No	
	Part IV		
Form	Cash Value Enhancement Rider	No	

SERFF Tracking Number: SYMT-127825690 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number:  
Company Tracking Number: ICC11\_LC7  
TOI: L06I Individual Life - Variable Sub-TOI: L06I.002 Single Life - Flexible Premium  
Product Name: VCOLI  
Project Name/Number: Private Placement Flexible Premium Variable Adjustable Life Insurance/ICC11\_LC7

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 06/18/2012  
Submitted Date 06/18/2012  
Respond By Date 07/18/2012

Dear Kristen Kennedy,

This will acknowledge receipt of the captioned filing.

### Objection 1

#### Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$150.00 is received.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,  
Linda Bird



SERFF Tracking Number: SYMT-127825690 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number:  
Company Tracking Number: ICC11\_LC7  
TOI: L06I Individual Life - Variable Sub-TOI: L06I.002 Single Life - Flexible Premium  
Product Name: VCOLI  
Project Name/Number: Private Placement Flexible Premium Variable Adjustable Life Insurance/ICC11\_LC7

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 06/18/2012  
Submitted Date 06/18/2012

Dear Linda Bird,

### Comments:

### Response 1

Comments: We submitted additional fees of \$150 via EFT.

### Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$150.00 is received.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Kristen Kennedy

Sincerely,  
Jill Morgan, Kristen Kennedy, Lisa Richards

SERFF Tracking Number: SYMT-127825690 State: Arkansas

Filing Company: Symetra Life Insurance Company State Tracking Number:

Company Tracking Number: ICC11\_LC7

TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium

Product Name: VCOLI

Project Name/Number: Private Placement Flexible Premium Variable Adjustable Life Insurance/ICC11\_LC7

## Form Schedule

### Lead Form Number: L-10070 10/11

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	L-10070/AR 10/11	Policy/Cont	Private Placement ract/Fratern Flexible Premium al Variable Adjustable Certificate Life Insurance	Initial			L-10070AR_1011_Policy_VColi_20120531.pdf
	LUC-172 10/11	Application/ Individual Life Enrollment Form	Insurance Application Part I	Initial			LUC_0172_1011_VColi_Application_20120509_Rev_CVAT.pdf
	LUC-174 10/11	Application/ Individual Life Enrollment Form	Insurance Application - Part IV	Initial			LUC_0174_1011_Vcoli_Application_Part_IV_5-9-12.pdf
	L-10077 10/11	Policy/Cont	Cash Value ract/Fratern Enhancement Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			L-10077_1011_Cash_Value_Enhancemnt_Rider_20120504.pdf

Insured: [John Doe]  
Policy Number: [FL0000001]  
Issue Date: [September 1, 2009]

Owner: [Jane Doe]  
Rate Class: [Non-Nicotine]  
Gender: [Male]

**SYMETRA LIFE INSURANCE COMPANY**  
**PRIVATE PLACEMENT FLEXIBLE PREMIUM VARIABLE ADJUSTABLE LIFE INSURANCE**  
NON-PARTICIPATING POLICY

Symetra Life Insurance Company (Symetra) will pay the insurance benefits and provide the other rights and benefits of this Policy in accordance with its provisions.

This is a flexible premium adjustable variable life insurance Policy and does not have a maturity date. You can:

- Increase or decrease the Face Amount of insurance;
- Make premium payments at any time and, within limits, in any amount;
- Change the allocation of Net Premiums and deductions among your investment options;
- Transfer amounts among your investment options;
- Exchange the Policy if you are no longer eligible to own the Policy during the life of the Policy; and
- Exercise the Change of Insured option in the Policy.

These rights and benefits are subject to the terms and conditions of this Policy. Policy changes are subject to approval and may require evidence of insurability.

**To be an owner or assignee of this Policy you must qualify as an accredited investor and qualified purchaser, and any requested change of ownership or assignment must be exempt under the federal securities laws.**

**The portion of your Policy Account Value that is in a variable investment division of our Separate Account will vary up or down depending on the investment performance of the selected variable investment division, and there are no minimum guarantees.**

**The amount of death benefit will increase or decrease as described in this Policy under the "Amount of Death Benefit" section.**

**THIS IS A LEGAL CONTRACT. PLEASE READ IT CAREFULLY.**



[David S. Goldstein]  
[Secretary]



[Thomas M. Marra]  
[President]

---

**[Right to Examine the Policy: You may examine this Policy and if for any reason you are not satisfied with it, you may return it within 10 days from the date it was received, to Symetra or to the Registered Representative of record. If this Policy is returned, it is considered void and a refund will be made. The amount we refund will be equal to all premiums paid].**

Symetra Life Insurance Company  
A Stock Company  
[Phone 1-800-796-3872]  
[TTY/TDD 1-800-833-6388 (Deaf/HH)]

Home Office:  
[777 108th Ave NE, Suite 1200  
Bellevue, WA 98004]  
[www.symetra.com]

THIS PAGE INTENTIONALLY LEFT BLANK

## TABLE OF CONTENTS

	Page
COVERAGE DESCRIPTION	
1. DEFINITIONS.....	1
2. OWNER AND BENEFICIARY PROVISIONS	
2.1 Owner .....	2
2.2 Beneficiary .....	2
2.3 Changing Owner or Beneficiary.....	2
2.4 Assignment .....	2
2.5 Institutional Owner Changes/Assignments .....	2
2.6 Exchange .....	2
3. PREMIUM PROVISIONS	
3.1 Initial Premium .....	3
3.2 Subsequent Premiums .....	3
3.3 Grace Period.....	3
3.4 Reinstatement.....	3
4. POLICY ACCOUNT VALUE PROVISIONS	
4.1 Net Premium .....	3
4.2 Allocations.....	3
4.3 Cost of Insurance .....	4
4.4 Transfers Among Investment Options .....	4
4.5 Policy Loans.....	5
4.6 Loan Interest.....	5
4.7 Loan Replacement .....	5
4.8 Net Cash Surrender Value .....	5
4.9 Surrender Charges.....	5
4.10 Withdrawals .....	6
4.11 Deductions from Your Policy Account Value .....	6
5. VALUATION	
5.1 Loan Collateral Account .....	6
5.2 Fixed Account .....	6
5.3 Separate Account Investment Divisions .....	6
6. SEPARATE ACCOUNT .....	7
7. INSURANCE COVERAGE PROVISIONS	
7.1 Change of Insured.....	8
7.2 Payment of Death Benefit .....	8
7.3 Amount of Death Benefit .....	8
7.4 Changing Face Amount or Death Benefit Option.....	9

## **TABLE OF CONTENTS (continued)**

	<b>Page</b>
8. BENEFIT PAYMENT PROVISION.....	10
9. GENERAL PROVISIONS	
9.1 The Policy .....	10
9.2 Change of Policy .....	10
9.3 Applicable Tax Law .....	10
9.4 Policy Cost Factors .....	10
9.5 Incontestability .....	10
9.6 Misstatement of Age or Sex .....	11
9.7 Suicide Exclusion .....	11
9.8 Policy Termination.....	11
9.9 Basis of Computations .....	11
9.10 Postponement of Transactions.....	11
9.11 Reports to Owners .....	12
9.12 Maturity .....	12
9.13 Conformity to Laws .....	13

**COVERAGE DESCRIPTION**

**INSURED:** [John Doe]

**ISSUE DATE:** [01/01/2009]

**ISSUE AGE:** [35]

**MONTHLY  
ANNIVERSARY:** [1<sup>st</sup>] day of each month

**ISSUE STATE:** AR

**CLASS:** [Male, Non-Nicotine]

**FACE AMOUNT:** \$[100,000]

**POST ISSUE FACE AMOUNT MINIMUM:** \$[25,000]

**INITIAL PREMIUM AMOUNT:** \$[3,345.71]

**PLANNED PERIODIC PREMIUM:** \$[3,345.71]

**PREMIUM PAYABLE:** [Annual]

**DEATH BENEFIT OPTION:** [Option A - Level]

**DEATH BENEFIT TEST:** [Guideline Premium Test]  
[Cash Value Accumulation Test]

**GUARANTEED MINIMUM INTEREST RATE:** [1%]

**LOAN INTEREST RATE:** [3%]

**SEPARATE ACCOUNT:** [VL]

**RIDERS:** [CASH VALUE ENHANCEMENT]

The guideline single premium for this Policy is \$[13,512.07]. The guideline annual premium is \$[1,126.57]. The sum of the premiums paid at any date for this Policy may not exceed the greater of:

- The guideline single premium, or
- The sum of the guideline annual premiums to such date.

These limitations are to assure that the death benefits paid under this Policy are not includable in the gross income of the beneficiary for federal income tax purposes.]

[This policy uses the Cash Value Accumulation Test to qualify as life insurance under the Internal Revenue Code. The Amount of Death Benefit will always be large enough to assure that the death benefits paid under this policy are not includable in the gross income of the beneficiary as prescribed by Internal Revenue Code section 7702 as amended.]

[The 7-pay premium as defined by the Tax and Miscellaneous Revenue Act of 1988 (TAMRA) is \$[3,345.71]. (Note: If this Policy is a replacement of another Policy, the amount shown may need to be adjusted.) To maintain the non-modified endowment contract status of this Policy, the sum of the premiums paid at any date during the seven years commencing with the Issue Date or with the date of a subsequent material change cannot exceed the sum of the 7-pay premiums to such date.]

[Because of its ratio of Initial Premium Amount to Death Benefit, your Policy will be treated as a Modified Endowment Contract (MEC) as required by the Internal Revenue Code. Amounts taken out while the Insured is still living, including loans and collateral assignments, may be subject to federal income tax. There may be a 10% tax penalty on the taxable amount taken.]

If the coverages under this Policy are increased or decreased, [the guideline premiums and] [ the 7-pay premiums] will change.

[We reserve the right to require evidence of insurability to be provided if any premium payment would result in an

immediate increase in the difference between the death benefit and the Accumulation Fund. If satisfactory evidence is not received, the premium, or any portion of the premium, may be returned.]

For information about this or other tax matters relating to life insurance taxation, consult your attorney, accountant or other qualified tax advisor.

Coverage may expire if premiums paid are insufficient to continue coverage as outlined in your Policy. See your Policy provisions.



**COVERAGE DESCRIPTION****Table of Expense Charges:**

**The Sales Load** is a percentage of each premium payment. We reserve the right to change this charge, but it will never be more than [15.00] %. The current Sales Load is:

<u>Policy Year</u>	<u>Sales Load</u>
[1]	[10.0%]
[2]	[7.0%]
[3]	[7.0%]
[4]	[7.0%]
[5]	[7.0%]
[6]	[7.0%]
[7]	[7.0%]
[8]	[0.0%]
[9]	[0.0%]
[10]	[0.0%]
Thereafter	[0.0%]

**The Premium Tax Charge** is [2.00%] of each premium payment. This amount is subtracted from each premium payment. We reserve the right to change this percentage to conform with changes in the law or if you change residence.

**The Premium Charge** is [1.25%] of each premium payment. This amount is subtracted from each premium payment. We reserve the right to change this charge, but it will never be more than [2.00%].

**The Administration Expense** for each month is [\$5.00]. This amount will be deducted from your Policy Account Value. We reserve the right to change this charge, but it will never be more than [\$5.00].

**A Mortality and Expense Risk Charge** not exceeding an annual rate of [5.00]% of your Policy Account Value will be accrued daily and deducted monthly in arrears from your Policy Account Value on your Monthly Anniversary.

**Transfers** - You may make [24] transfers in a calendar year. After [24] transfers, you may incur a [\$25] charge per transfer.

**COVERAGE DESCRIPTION**

**SCHEDULE OF GUARANTEED MAXIMUM COST OF INSURANCE RATES  
MONTHLY RATES PER \$1,000 OF NET AMOUNT AT RISK**

<b>AT BEGINNING OF POLICY YEAR</b>	<b>LIFE INSURANCE RATE</b>	<b>AT BEGINNING OF POLICY YEAR</b>	<b>LIFE INSURANCE RATE</b>	<b>AT BEGINNING OF POLICY YEAR</b>	<b>LIFE INSURANCE RATE</b>
[01	0.0933	41	3.5855	81	131.7880
02	0.0975	42	3.9723	82	150.8589
03	0.1034	43	4.4246	83	176.7271
04	0.1109	44	4.9533	84	215.4452
05	0.1175	45	5.5501	85	287.2076
06	0.1267	46	6.2210	86+	0.00000]
07	0.1376	47	6.9571		
08	0.1509	48	7.7444		
09	0.1668	49	8.6134		
10	0.1843	50	9.5912		
11	0.2036	51	10.6934		
12	0.2228	52	11.9241		
13	0.2387	53	13.2764		
14	0.2512	54	14.7402		
15	0.2671	55	16.3060		
16	0.2880	56	17.8975		
17	0.3148	57	19.4963		
18	0.3474	58	21.2072		
19	0.3851	59	23.0525		
20	0.4328	60	25.0443		
21	0.4865	61	27.0677		
22	0.5419	62	29.0946		
23	0.5956	63	31.3128		
24	0.6493	64	33.7487		
25	0.7124	65	36.4325		
26	0.7890	66	39.0835		
27	0.8825	67	41.5109		
28	0.9913	68	44.1763		
29	1.1104	69	47.1103		
30	1.2348	70	50.3318		
31	1.3645	71	53.8698		
32	1.4961	72	57.8026		
33	1.6338	73	62.1940		
34	1.7795	74	67.1272		
35	1.9434	75	72.7010		
36	2.1351	76	79.0454		
37	2.3685	77	86.3419		
38	2.6423	78	94.8280		
39	2.9317	79	104.8486		
40	3.2440	80	116.9020		

**COVERAGE DESCRIPTION****TABLE OF SURRENDER CHARGES**

See the "Surrender Charges" section for details about when Surrender Charges apply.

<u>Policy Year</u>	<u>Percentage of Policy Account Value</u>
[1]	[8.0%]
[2]	[7.0%]
[3]	[6.5%]
[4]	[6.0%]
[5]	[5.0%]
[6]	[4.5%]
[7]	[4.0%]
[8]	[3.0%]
[9]	[2.0%]
[10]	[1.0%]
Thereafter	[0.0%]

**COVERAGE DESCRIPTION****TABLE OF APPLICABLE DEATH BENEFIT PERCENTAGES**

See the "Amount of Death Benefit" section of your Policy for details.

<b>[</b>	<b>Male</b>		<b>Female</b>			<b>Male</b>		<b>Female</b>	
<b>Age</b>	<b>Non</b>	<b>Male</b>	<b>Non</b>	<b>Female</b>	<b>Age</b>	<b>Non</b>	<b>Male</b>	<b>Non</b>	<b>Female</b>
	<b>Nicotine</b>	<b>Nicotine</b>	<b>Nicotine</b>	<b>Nicotine</b>		<b>Nicotine</b>	<b>Nicotine</b>	<b>Nicotine</b>	<b>Nicotine</b>
20	250	250	250	250	60	130	130	130	130
21	250	250	250	250	61	128	128	128	128
22	250	250	250	250	62	126	126	126	126
23	250	250	250	250	63	124	124	124	124
24	250	250	250	250	64	122	122	122	122
25	250	250	250	250	65	120	120	120	120
26	250	250	250	250	66	119	119	119	119
27	250	250	250	250	67	118	118	118	118
28	250	250	250	250	68	117	117	117	117
29	250	250	250	250	69	116	116	116	116
30	250	250	250	250	70	115	115	115	115
31	250	250	250	250	71	113	113	113	113
32	250	250	250	250	72	111	111	111	111
33	250	250	250	250	73	109	109	109	109
34	250	250	250	250	74	107	107	107	107
35	250	250	250	250	75	105	105	105	105
36	250	250	250	250	76	105	105	105	105
37	250	250	250	250	77	105	105	105	105
38	250	250	250	250	78	105	105	105	105
39	250	250	250	250	79	105	105	105	105
40	250	250	250	250	80	105	105	105	105
41	243	243	243	243	81	105	105	105	105
42	236	236	236	236	82	105	105	105	105
43	229	229	229	229	83	105	105	105	105
44	222	222	222	222	84	105	105	105	105
45	215	215	215	215	85	105	105	105	105
46	209	209	209	209	86	105	105	105	105
47	203	203	203	203	87	105	105	105	105
48	197	197	197	197	88	105	105	105	105
49	191	191	191	191	89	105	105	105	105
50	185	185	185	185	90	105	105	105	105
51	178	178	178	178	91	104	104	104	104
52	171	171	171	171	92	103	103	103	103
53	164	164	164	164	93	102	102	102	102
54	157	157	157	157	94	101	101	101	101
55	150	150	150	150	95+	100	100	100	100
56	146	146	146	146					
57	142	142	142	142					
58	138	138	138	138					
59	134	134	134	134					

]

## 1. DEFINITIONS

**Cash Surrender Value** – Policy Account Value less loans and loan interest.

**Cash Value** – the sum of the value of Policy assets in the Fixed Account, Loan Collateral Account and the Separate Account.

**Change of Insured Effective Date** – the Monthly Anniversary, which is on, or next follows, the later of the date we approve the application for the new Insured or the date any required cost for the transfer to the new Insured is paid.

**Face Amount** – shown in the “Coverage Description”.

**Fixed Account** – an investment option in this Policy that provides for guaranteed interest and is part of Symetra’s General Account.

**General Account** – the account which holds all of our assets other than those held in any Separate Account.

**Issue Date** – the date insurance coverage begins under this Policy. It is shown in the “Coverage Description”. Policy Years and months are measured from the Issue Date.

**Loan Collateral Account** – the non-variable portion of the Policy Account Value that is used for collateral when a loan is taken.

**Home Office** – You should send all payments, notices, correspondence and complaints to our Home Office as shown on the Policy cover page

**Insured** – the person whose life is insured under this Policy as shown in the “Coverage Description”.

**Liquidity Day** – the day on which funds may be contributed to or withdrawn from an investment division. The Liquidity Day will be the Valuation Day for all registered investment company portfolios.

**Monthly Anniversary** – the same day as the Issue Date for each succeeding month.

**Monthly Deductions** – the cost of insurance plus the administration expense plus the mortality and expense risk charge plus the monthly cost of any benefits and riders provided by this Policy.

**Net Cash Surrender Value** – Cash Surrender Value less applicable surrender charges

**Net Premium** – an amount paid to us for allocation under the Policy less any premium tax charge, any premium charges, and any sales loads as shown in the “Coverage Description”.

**Policy** – this flexible premium variable adjustable life insurance Policy, including any riders, supplementary benefits, endorsements or amendments, the attached copy of the initial and all subsequent applications, and all additional “Coverage Descriptions”.

**Policy Account Value** – the sum of the value of Policy assets in the Fixed Account, Loan Collateral Account and the Separate Account plus experience rating credits, if any.

**Policy Anniversary** – the same month and day as the Issue Date for each succeeding year.

**Policy Year** – the twelve month period beginning each Policy Anniversary and ending the day before the next Policy Anniversary.

**Separate Account** – a segregated asset account established under Washington law to receive and invest premiums for the Policy.

**Sub-Account** – a sub-division of the Separate Account; also referred to as an investment division. An investment division may invest in a portfolio of a registered investment company, a managed account, or a private investment account.

**Sub-Account Value** – the value of the assets allocated to the owner in the Sub-Account minus any liabilities of or attributable to the Sub-Account.

**Unit Value** – the unit of measure used to determine the value of the variable investment divisions in the Separate Account.

**Valuation Day** – the day on which the net asset value of an underlying variable investment division is determined. On any Valuation Day the value of an investment division asset is determined at the close of the NYSE. To determine the value of

an asset on a day that is not a Valuation Day, the value of that asset as of the previous Valuation Day may be used subject to the "Postponement of Transactions" section.

**Valuation Period** – is the interval of time between a Valuation Day and the next Valuation Day.

**"we", "our" and "us"** – refer to Symetra Life Insurance Company.

**"you" and "your"** – refer to the owner of the Policy at the time an owner's right is exercised.

## **2. OWNER AND BENEFICIARY PROVISIONS**

### **2.1 Owner**

The owner of this Policy is named in the application, unless later changed. The owner of the Policy must qualify to purchase the Policy as an accredited investor and qualified purchaser under the federal securities laws. Ownership changes are subject to the "Institutional Owner Changes/Assignments" section.

You are entitled to exercise all the rights of this Policy while the Insured is living. If you designate an irrevocable beneficiary or assign the Policy, your rights are limited.

### **2.2 Beneficiary**

The beneficiary is as named in the application, unless later changed. The beneficiary is entitled to the death benefits of this Policy. If there are two or more beneficiaries, those who survive the Insured will share the death benefits equally, unless you have made other arrangements with us.

If there is no designated beneficiary living at the death of the Insured, we will pay the death benefits to you, or your estate. If any beneficiary dies within 60 days after the Insured dies, and before payment of any death benefits, we will make payments as though the beneficiary had died before the Insured. The beneficiary designation may include provisions that replace these provisions.

### **2.3 Changing Owner or Beneficiary**

While the Insured is living and this Policy is in force, you may change the owner subject to the "Institutional Owner Changes/Assignments" section, or beneficiary by sending a written notice to our Home Office. We will not be bound by such changes unless we receive a written notice in our Home Office. The written notice must have the name of the new beneficiary or name and notarized signature of the new owner, and be signed by you. A change of owner or beneficiary, unless otherwise specified by you, shall take effect upon the date that you sign, subject to any payments made or actions taken by us prior to receipt of the notice. An irrevocable beneficiary cannot be changed without the consent of the irrevocable beneficiary.

### **2.4 Assignment**

Subject to the "Institutional Owner Changes/Assignments" section, you may assign this Policy. We will not accept or be bound by an assignment unless we receive in our Home Office a written assignment that is signed by you. An assignment, unless otherwise specified by you, shall take effect upon the date that you sign the notice, subject to any payments made or actions taken by us prior to receipt of the notice. Your rights and those of any other person referred to in this Policy will be subject to the assignment. We assume no responsibility for the validity of an assignment. A collateral assignment will not change ownership. We will consider an absolute assignment as a change of ownership.

### **2.5 Institutional Owner Changes/Assignments**

Any new owner or assignee must qualify as an accredited investor and qualified purchaser and the change of ownership or assignment must be exempt under the federal securities laws. Therefore, notwithstanding the "Changing Owner or Beneficiary" and "Assignment" sections, you may not change the owner or assign the Policy without our prior written consent which we may withhold at our discretion. All other conditions of the "Changing Owner or Beneficiary" and "Assignment" sections for change of ownership or assignment must also be satisfied.

### **2.6 Exchange**

If you no longer qualify to own this Policy, you may exchange it for a new Policy without evidence of insurability. This Policy must be currently in force. You must send to us a request in writing, or any method of notification approved by us, to exchange this Policy prior to the Policy Anniversary following the Insured's 80th birthday.

The new Policy will be any form of permanent life insurance we have available for exchange for the amount requested. The Face Amount of the new Policy may not exceed the amount of insurance of this Policy. The costs associated with the new Policy will be based on the attained age of the insured on the exchange date. The exchange date will be the Issue Date of the new Policy. On the exchange date, the first premium must be paid on the new Policy and this Policy will terminate. If this Policy limits any payment in the event of death from specified causes or under specified conditions, the new Policy may also, at our option, contain the same limits.

### **3. PREMIUM PROVISIONS**

#### **3.1 Initial Premium**

You may make the initial premium amount shown in the "Coverage Description" on or before delivery of the Policy. No insurance will take effect before the initial premium amount is paid.

#### **3.2 Subsequent Premiums**

You may pay premiums any time while the Policy is in force. We will send premium reminder notices to you for the planned periodic premium shown in the "Coverage Description" unless you request otherwise. Premiums must be paid to us at our Home Office. You may skip planned premium payments or change their frequency and amount.

#### **3.3 Grace Period**

The duration of insurance coverage depends upon the Cash Value being sufficient to cover the Monthly Deductions. If the Cash Value on any Monthly Anniversary is less than such deductions for the following month, we will send a written notice to you and any assignee on our records at your last known address, at least 30 days prior to termination of coverage, stating that a grace period of 61 days has begun, as of the prior Monthly Anniversary starting with the date the notice is mailed. The notice will also state the amount of the premium payment or loan repayment sufficient to cover three Monthly Deductions and premium tax, if applicable.

If we do not receive the amount stated in the notice at our Home Office postmarked before the end of the grace period, coverage will cease as of the due date. Payments sent by U.S. mail will be considered received by us as of the postmarked date. We will send a written notice to you and any assignee on our records at last known addresses stating that this Policy has terminated without value.

If the Insured dies during the grace period, we will pay the insurance benefits as described in the "Payment of Death Benefit" section.

#### **3.4 Reinstatement**

If this Policy has ended without value, you may reinstate it while the Insured is alive if you:

1. apply for reinstatement within 5 years after the end of the grace period;
2. provide evidence of insurability satisfactory to us; and
3. make a premium payment in an amount sufficient to keep the Policy in force for at least three months after the date of reinstatement.

The effective date of the reinstated Policy will be the Monthly Anniversary following the date we approve your reinstatement application. Payments sent by U.S. mail will be considered received by us as of the postmark date. There is no coverage from the end of the grace period to the effective date of the reinstated Policy. We will not reinstate any outstanding loans or your Policy Account Value, if any.

### **4. POLICY ACCOUNT VALUE PROVISIONS**

#### **4.1 Net Premium**

We add the Net Premium to your Policy Account Value before any Monthly Deductions from your Policy Account Value are made.

#### **4.2 Allocations**

Except as otherwise provided in your Policy, Net Premiums will be allocated among the available investment divisions selected by you, subject to the "Postponement of Transactions" section. If a selected investment division is not available,

we will allocate that portion of the Net Premium to the money market investment division or the then available investment equivalent until the earlier of:

- the date the investment division becomes available in accordance with the requirements of the applicable underlying investment; or
- the receipt of further allocation instructions from you.

During the "Right to Examine" period, we reserve the right to allocate premiums to the money market investment division. At the end of the "Right to Examine" period, we will allocate the Sub-Account Value held in the money market investment division among the investment divisions selected by you as soon as those investment divisions become available in accordance with the requirements of the applicable underlying fund or other investment.

#### **4.3 Cost of Insurance**

The monthly cost of insurance is our current monthly cost of insurance rate, multiplied by the net amount at risk (current death benefit divided by the monthly equivalent of the Guaranteed Minimum Interest Rate shown in the "Coverage Description", minus the Policy Account Value) on the Monthly Anniversary. For this purpose, the amount in your Policy Account Value is determined before the monthly cost of insurance deduction but after all other deductions from your Policy Account Value due on that date have been made.

The current and guaranteed monthly cost of insurance rates are based on the Insured's attained age, gender, class and the duration of the Policy. The guaranteed rates are shown in the "Schedule of Guaranteed Maximum Cost of Insurance Rates" in the "Coverage Description".

We may increase or decrease the current monthly cost of insurance rates. We may not increase these rates above the guaranteed monthly cost of insurance rates. We may increase current rates only once in any 12 month period, but can decrease them at any time. We will notify you of any change in the current rates.

We cannot change the current rates for this Policy to recover our losses or gains realized prior to the date of change. Any change will be based on our expected future experience with regard to investment earnings, mortality, terminations and expenses. The rates for any supplemental benefits included in this Policy will not be changed.

Any change in rates will apply to all insureds of the same attained age, gender, rating class and Policy duration. No changes in premiums will discriminate against any insured for any reason, including changes in insurability.

#### **4.4 Transfers Among Investment Options**

You can transfer amounts held in the Separate Account and the Fixed Account. You must make the transfer request in writing, or by any other method approved by us. Each transfer request must identify:

- the owner;
- the amount of the transfer; and
- which investment options are affected.

The "Coverage Description" shows the number of transfers that are allowed free of charge. Thereafter we may impose a transfer charge. We will aggregate all transfers made on the same date to count as one transfer towards this number of transfers. Transfers will take effect on the next Liquidity Day after we receive your request in our Home Office, subject to the "Postponement of Transactions" section. If the request for transfer is postponed in part, we may first allocate those assets that become available into the money market investment division until the Sub-Account Value may be invested in accordance with the requirements of the applicable investment.

We reserve the right to limit any transfer from the Fixed Account to 20% of the portion of your Cash Value held in the Fixed Account. The 20% limit will be based on the portion of your Cash Value held in the Fixed Account as of the prior Policy Anniversary. We reserve the right to limit you to one transfer from the Fixed Account per Policy Year.

We may restrict or eliminate the right to make transfers to Sub-Accounts if such rights are executed by you, a market timing firm, or other third party authorized to initiate transfers. For example, we reserve the right to reject any transfer request if, in our judgment, the transfer is part of a pattern of transfers that may disadvantage other owners or would cause a portfolio to be unable to invest effectively in accordance with its investment objectives and policies or would otherwise be potentially adversely affected. In addition, if we or any affected portfolio believe you are engaging in activity as described above or similar market timing activity that may hurt the rights or interests of other owners, we have the right to restrict the number of transfers you make or the manner in which you request transfers.



We may monitor transfer activity occurring among the Sub-Accounts and may modify these transfer restrictions at any time if we deem it necessary to protect the interest of all owners. These modifications may include curtailing or eliminating, without notice, certain methods of requesting transfers, such as the use of the telephone or the Internet. Portfolios offered in this Policy may have their own market timing policies and procedures and impose redemption fees for short-term investments in the portfolios. We have the right to deduct those redemption fees from the Policy Account Value.

#### **4.5 Policy Loans**

You may borrow money from us on the sole security of this Policy. The maximum loan amount is 90% of the Cash Value. You may request a Policy loan by sending a written loan request to our Home Office. We will process your loan request as of the next Liquidity Day after we receive your loan request in our Home Office subject to the "Postponement of Transactions" section.

The loaned portion of your Policy Account Value will be maintained as a part of the Loan Collateral Account. When a loaned amount is deducted from an investment division of our Separate Account, we will transfer that amount to the Loan Collateral Account. See the "Loan Collateral Account" section.

#### **4.6 Loan Interest**

Loan interest accrues daily and is payable in arrears on the Policy Anniversary. Interest will be due and payable on each Policy Anniversary. Any unpaid loan interest will be added to the loan and will be charged interest at the loan rate.

During the first ten Policy Years, loans will be charged interest at a rate as shown in the "Coverage Description". The difference, if any, between the interest rate we credit and the interest rate we charge equals the cost of the loan. After the first ten Policy Years, the amount charged will be equal to the rate credited in the Loan Collateral Account. There is no cost to you on loans taken after the tenth Policy Year. In no event will the loan interest rate for a Policy Year be greater than the maximum rate permitted by the state in which this Policy is delivered.

#### **4.7 Loan Repayment**

You may repay all or part of a Policy loan at any time while the Insured is alive and this Policy is in force. We will assume that any payment you make to us while you have a loan is a loan repayment, unless you tell us in writing that it is a premium payment.

We will allocate repayments according to your premium allocation percentages in effect when we receive your repayment at our Home Office, in accordance with the "Allocation" section, and subject to the "Postponement of Transactions" section. If the repayment request is postponed in part, we may first allocate those assets that become available into the money market investment division until the Sub-Account Value may be invested in accordance with the requirements of the applicable investment. A Policy loan may have a permanent effect on your benefits under this Policy, even if it is repaid.

#### **4.8 Net Cash Surrender Value**

You may surrender this Policy for its Net Cash Surrender Value at any time while the Insured is living. You may do this by sending a written request and this Policy to our Home Office. We will process your surrender request as of the next Liquidity Day after we receive your surrender request in our Home Office, subject to the "Postponement of Transactions" section. Unless you notify us otherwise, if your surrender request is postponed in part, we will allocate the Net Cash Surrender Value that becomes available into the money market investment division until the entire Net Cash Surrender Value is available.

If this Policy is surrendered within 30 days following a Policy Anniversary, the value available shall not be less than the most recent anniversary value. All insurance coverage under this Policy ends on the day we pay your entire Net Cash Surrender Value.

#### **4.9 Surrender Charges**

A surrender charge will be deducted from the Cash Surrender Value if all or part of the Policy is assigned, or the owner is otherwise changed, unless that change was:

- the result of a merger or acquisition and the successor owner was your wholly owned subsidiary on the date ownership changed; or
- to a trust established by the owner for the purposes of providing employee benefits.

To the extent a surrender charge applies, see the "Table of Surrender Charges" in the "Coverage Description".

#### **4.10 Withdrawals**

After the first Policy Anniversary, you may withdraw a portion of the Cash Surrender Value by sending a written request to our Home Office. The withdrawal amount may not exceed:

1. the Cash Value; minus
2. the amount required to keep this Policy in force for three months.

We will process your withdrawal request as of the next Liquidity Day after we receive your withdrawal request in our Home Office, subject to the "Postponement of Transactions" section. For death benefit option A, the Face Amount will be decreased by the amount of the withdrawal. For death benefit option C, if the sum of withdrawals taken exceeds the sum of premiums paid, the Face Amount will be decreased by the amount in excess of premiums paid. The withdrawal will be deducted from the Policy Account Value as described in the "Deductions from Your Policy Account Value" section.

We reserve the right to decline a request for a withdrawal if:

1. the Face Amount would be reduced below the Post Issue Face Amount Minimum shown in the "Coverage Description"; or
2. we determine that the withdrawal would cause this Policy to fail to qualify as life insurance under applicable tax law. See the "Applicable Tax Law" section.

#### **4.11 Deductions from Your Policy Account Value**

You may tell us how deductions from your Policy Account Value are to be deducted from each investment division of our Separate Account and Fixed Account. For the purpose of loans and withdrawals, such values will be determined as of the date we receive your request in our Home Office.

If you do not tell us how to allocate the deductions, we will make the deductions on the basis of your deduction allocation percentages then in effect.

If we cannot allocate the deductions according to the deduction allocation percentages then in effect or on the basis of your request, we will take the applicable deductions pro-rata from the investment divisions of our Separate Account and Fixed Account.

### **5. VALUATION**

#### **5.1 Loan Collateral Account**

The Loan Collateral Account is solely available for allocations of amounts that serve as collateral for loans taken from the Policy. The amount in the Loan Collateral Account is equal to the amounts transferred to it under the Policy to cover a loan, plus interest credited, minus amounts deducted under the Policy. The annual effective interest credited rate will never be less than the Guaranteed Minimum Interest Rate shown in the "Coverage Description". We can adjust the interest credited rate at our discretion.

#### **5.2 Fixed Account**

The amount in the Fixed Account is equal to the amounts allocated and transferred to it, plus interest credited, minus amounts deducted, transferred and withdrawn from it under the Policy. The annual effective interest credited rate will never be less than the Guaranteed Minimum Interest Rate shown in the "Coverage Description". We can adjust the interest credited rate at our discretion.

#### **5.3 Separate Account Investment Divisions**

The amount you have in a variable investment division of our Separate Account under this Policy at any time is equal to the number of units this Policy then has in that division multiplied by the division's Unit Value at that time. Unit Values for the variable investment divisions will be determined at the end of each Valuation Day.

The current Unit Value for a variable investment division of our Separate Account is equal to (1) multiplied by (2) where:

1. is the Unit Value of the variable investment division of our Separate Account at the end of the previous Valuation Day; and
2. is the net investment factor for the variable investment division of our Separate Account at the end of the current Valuation Day.

The net investment factor for a variable investment division of our Separate Account for a Valuation Period is (a) divided by (b), where:

- (a) is the net asset value of that investment division at the end of the current Valuation Day before any Policy transactions are made plus any dividend or income distribution on assets held by the investment division at the end of the current Valuation Day; and
- (b) is the net asset value of that investment division after all Policy transactions were made at the end of the immediately preceding Valuation Day.

We will deduct from the assets of the variable investment divisions all fees and expenses incurred by us in connection with the operation of the variable investment division including, but not limited to;

- investment and advisory fees;
- custodian fees;
- brokerage commissions; and
- other transaction expenses.

These fees and expenses may differ between variable investment divisions and may be subject to change.

## **6. SEPARATE ACCOUNT**

We established the Separate Account shown in the "Coverage Description" and maintain it under the laws of the State of Washington. Realized and unrealized gains and losses from the assets of our Separate Account are credited or charged against the Separate Account without regard to our other income, gains, or losses.

The assets of the Separate Account are the property of Symetra. However, the assets of the Separate Account, equal to the reserves and other contract liabilities with respect to the Separate Account, are not chargeable with liabilities arising out of any other business Symetra may conduct. Income, gains and losses, whether or not realized, are, in accordance with the Policies, credited to or charged against the Separate Account without regard to other income, gains or losses of Symetra. Symetra's obligations arising under the Policies are general corporate obligations.

Our Separate Account consists of investment divisions. The investment divisions of our Separate Account that you chose for your initial allocations are shown on the application for this Policy. We may from time to time make other investment divisions available to you. We will provide you with written notice of all investment objectives and all charges.

We have the right to add or remove investment divisions. We have the right to withdraw assets of a class of policies to which this Policy belongs from an investment division and put them in another investment division. We also have the right to combine any two or more investment divisions. The term investment division in this Policy shall then refer to any other investment division in which the assets of a class of policies to which this Policy belongs were placed.

We have the right to:

1. register or deregister the Separate Account under the Investment Company Acts of 1940;
2. manage the Separate Account under the direction of a committee, and discharge such committee at any time;
3. restrict or eliminate any voting rights of Policy owners, or other persons who have voting rights as to the Separate Account; and
4. operate the Separate Account or one or more of the investment divisions by making any other investments, including direct investments. If we do so, we may invest the assets of the Separate Account or one or more of the investment divisions in any legal investments. We will rely upon our own or outside counsel for advice in this regard.

If any of these changes result in a material change in the underlying investments of an investment division of our Separate Account, we will notify you of such change. If you have value in that investment division and you wish, we will transfer it at your written direction from that division to another division of our Separate Account at no charge to you. You may then change your premium and deduction allocation percentages.

## **7. INSURANCE COVERAGE PROVISIONS**

### **7.1 Change of Insured**

After the first Policy Anniversary, you may replace the Insured with a new Insured in whom the owner has an insurable interest. This change will be effective on the Change of Insured Effective Date and be subject to the following conditions;

- the Policy must be in force and not in the grace period on the Change of Insured Effective Date;
- the new insured must meet evidence of insurability, subject to our underwriting guidelines, that is satisfactory to us; and
- the existing and new Insured must both be living on the Change of Insured Effective Date.

After the Change of Insured Effective Date, the Policy Issue Date and Policy Anniversary will be unchanged.

The Face Amount and rating class for the new Insured will be determined as for a new Insured under a new Policy.

The Policy Account Value immediately after the Change of Insured Effective Date will be equal to:

- The Policy Account Value immediately before the Change of Insured Effective Date; minus
- The Monthly Deductions on the Change of Insured Effective Date.

Any charges we deduct on or after the Change of Insured Effective Date will be based on the Face Amount and rating class of the new Insured.

The insurance benefits on the existing Insured will continue until, but not including, the Change of Insured Effective Date. The insurance benefits on the new Insured will take effect on the Change of Insured Effective Date.

The "Incontestability" and "Suicide Exclusion" periods apply to the new Insured and will be measured from the Change of Insured Effective Date.

Any existing Policy loan on the Change of Insured Effective Date will remain if not repaid at that time. Any assignment of this Policy that is in effect on the Change of Insured Effective Date will continue to apply after that date.

We will provide a new "Coverage Description" to you reflecting the new Insured information.

This provision terminates with this Policy.

### **7.2 Payment of Death Benefit**

We will pay the insurance benefits of this Policy to the beneficiary when we receive at our Home Office:

- proof that the Insured died while this Policy was in force; and
- all other requirements deemed necessary before such payment may be made.

This benefit will include the following amounts for the Insured, which we will determine as of the date of the Insured's death:

- the death benefit, as defined in the "Amount of Death Benefit" section; plus
- any other benefits then due from riders to this Policy; minus
- any Policy loan and Policy loan interest on the Policy; minus
- any overdue deductions if the Insured dies during the grace period.

We will pay interest on the resulting amount, from the date we receive proof of death and other requirements deemed necessary, at the Guaranteed Minimum Interest Rate shown on the "Coverage Description" unless otherwise required by law.

Amounts held in a private investment account will be paid at the next Liquidity Day subject to the "Postponement of Transactions" section.

### **7.3 Amount of Death Benefit**

If the Insured dies while the Policy is in force, this Policy will provide a death benefit. The death benefit will be determined under either Option A, Option B, or Option C below, whichever you have chosen and is in effect at such time.

Under Option A, the death benefit is the greater of:

- the Face Amount on the date of death; or
- the applicable percentage of the Policy Account Value on the date of death shown in the "Table of Applicable

Death Benefit Percentages” in the “Coverage Description”.

Under this option, the amount of death benefit is fixed, except when it is determined by such a percentage.

Under Option B, the death benefit is the greater of:

- the Face Amount plus the Policy Account Value on the date of death; or
- the applicable percentage of the Policy Account Value on the date of death shown in the “Table of Applicable Death Benefit Percentages” in the “Coverage Description”.

Under this option, the amount of death benefit may vary.

Under Option C, the death benefit is the greater of:

- the Face Amount plus the sum of the Premiums paid less the sum of any withdrawals taken, as long as the provided result is no less than the Face Amount; or
- the applicable percentage of the Policy Account Value on the date of death shown in the “Table of Applicable Death Benefit Percentages” in the “Coverage Description”.

## **7.4 Changing Face Amount or Death Benefit Option**

You may make the following changes, as indicated below, in this Policy after the first Policy Anniversary. You must submit a written request to our Home Office. We will send you a new “Coverage Description” when a change occurs. We reserve the right to refuse to make any change that we determine would cause this Policy to fail to qualify as life insurance under applicable tax law. See the “Applicable Tax Law” section. We may require that you return the Policy to our Home Office to make a Policy change.

### **Increase in Face Amount:**

You must submit a new application for an increase in the Face Amount prior to the Insured’s 80th birthday. We may require evidence of insurability satisfactory to us. Any increase you ask for must be at least \$10,000. The effective date of any increase will be the Monthly Anniversary following the date we approve the application.

### **Decrease in Face Amount:**

For a decrease in the Face Amount, the effective date will be the Monthly Anniversary following the date on which we receive the written request in our Home Office. You may not decrease the Face Amount below the Post Issue Face Amount Minimum shown in the “Coverage Description”. If you have increased the Face Amount in the past and are now applying for a decrease, the decrease will be taken against the coverage increases first, starting with the most recent increase.

### **Change in Death Benefit Option:**

A change from one death benefit option to the other will take effect on the Monthly Anniversary following the date on which we receive the written request in our Home Office. No evidence of insurability will be required.

If you ask us to change from Option A to Option B, we will decrease the Face Amount by the amount of your Policy Account Value on the date of the change. We reserve the right to decline to make such change if it would reduce the Face Amount below the Post Issue Face Amount Minimum shown in the “Coverage Description”.

If you ask us to change from Option B to Option A, we will increase the Face Amount by the amount of your Policy Account Value on the date of the change.

If you ask us to change from Option C to Option A, we will increase the Face Amount by the sum of the Premiums paid minus the sum of any net withdrawals taken as of the date of the change. If this amount is negative, the Face Amount will not be decreased.

If you ask us to change from Option C to Option B, we will adjust the Face Amount by an amount equal to, as of the date of the change:

- the adjustment to the Face Amount for a change from Option C to Option A; minus
- the amount of your Policy Account Value.

Changes to Option C from either Option A or Option B are not permitted.

We will send you a new “Coverage Description” reflecting the changes.

## **8. BENEFIT PAYMENT PROVISION**

We will pay the following in a lump sum:

1. surrenders;
2. withdrawals; and
3. the insurance benefits payable on the death of an Insured.

## **9. GENERAL PROVISIONS**

### **9.1 The Policy**

This Policy is issued in consideration of the application and the initial premium payment shown in the "Coverage Description".

The entire Policy consists of this Policy, any riders, supplementary benefits, endorsements or amendments, the attached copy of the initial and all subsequent applications, and all current "Coverage Descriptions".

In the absence of fraud, all statements made by the Insured are representations and not warranties and no statement voids the Policy unless it is contained in a written application and a copy of the application is attached to the Policy when issued.

### **9.2 Change of Policy**

Only our President, Secretary or one of our Vice Presidents or Assistant Secretaries can modify this Policy or waive any of our rights or requirements under it. The person making these changes must put them in writing and sign them.

### **9.3 Applicable Tax Law**

For you and the beneficiary to receive the tax treatment accorded to life insurance under federal law, this Policy must continually qualify as life insurance under the Internal Revenue Code or successor law. Therefore, to secure this qualification we reserve the right to decline to accept premium payments, to decline to change the death benefit option, or to decline to make withdrawals that would cause this Policy to fail to qualify as life insurance under applicable tax law as interpreted by us. In the event that this Policy fails to qualify as life insurance under applicable tax law as interpreted by us, we will notify you by mail of this fact and inform you of our proposed action. You will have 30 days to tell us if the action we propose is unacceptable. If after 30 days you have not contacted us on this matter, we will take the action we proposed to qualify the Policy as life insurance.

### **9.4 Policy Cost Factors**

Changes in Policy cost factors (interest rates we credit, cost of insurance deductions, and expense charges) will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes.

Any change in Policy cost factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which this Policy is delivered.

### **9.5 Incontestability**

We have the right to contest the validity of this Policy based on material misrepresentations made in the application, subsequent applications or any amendment or endorsement to an application. However, we will not contest the validity of this Policy after it has been in effect during the lifetime of the Insured for two years from latter of the Issue Date or the Change of Insured Effective Date. We will not contest any Policy change that requires an application, or any reinstatement of the Policy, after the change or reinstatement has been in effect for two years during the lifetime of the Insured.

We will not use a statement to contest a claim unless it is contained in an application or an amendment to an application. All statements made in an application are representations and not warranties.

See any supplementary benefits and riders for modifications of this provision that apply to them.

## **9.6 Misstatement of Age or Sex**

If any Insured's age or sex has been misstated on any application, we will adjust the death benefit and benefits provided by any supplementary benefits and riders to this Policy. The adjustment will be to an amount that would have been purchased at the correct age or sex using the cost of insurance rates in effect on the Issue Date or the Change of Insured Effective Date.

## **9.7 Suicide Exclusion**

If the Insured dies by suicide, while sane or insane, within two years from the latter of the Issue Date or the Change of Insured Effective Date, the proceeds payable will be limited to the premiums paid less any withdrawals, loans and loan interest.

If the Insured dies by suicide, while sane or insane, more than two years from the latter of the Issue Date or the Change of Insured Effective Date, but within two years from the date we issue any increase in coverage, we will pay the death benefit for any coverage in effect more than two years from the latter of the Issue Date or the Change of Insured Effective Date plus the Monthly Deduction for the increase in coverage. All amounts will be calculated as of the date of death.

## **9.8 Policy Termination**

The Policy will terminate and all coverage the Policy provides will end on the earliest of the following:

- the business day on which the Company processes the surrender of the Policy for its full Net Cash Surrender Value;
- the Insured's death; or
- the end of the grace period.

Any riders will also terminate unless the rider states otherwise.

## **9.9 Basis of Computations**

We base minimum Net Cash Surrender Values and maximum cost of insurance rates on the 2001 CSO Age Last Birthday Ultimate Mortality Tables, sex distinct for males and females, and nicotine distinct. Any Net Cash Surrender Value will not be less than the minimum values and benefits required by or pursuant to the NAIC Variable Life Insurance Regulation, model #270 using Actuarial Guideline XXIV. Deaths are assumed to occur at the end of each Policy month.

If required to do so, we have filed with the insurance supervisory official of the jurisdiction in which this Policy is delivered a detailed statement of our method of computing such values.

## **9.10 Postponement of Transactions**

We may not be able to obtain the value of the assets of the investment divisions of our Separate Account if:

- the New York Stock Exchange is closed;
- the Securities and Exchange Commission requires trading to be restricted or declares an emergency; or
- the Securities and Exchange Commission by order permits us to defer payments for the protection of our Policy owners.

During such times, as to amounts allocated to the investment divisions of our Separate Account, we may defer:

- determination and payment of surrenders or withdrawals;
- determination and payment of any death benefit;
- payment of loans;
- determination of the Unit Values of the variable investment divisions of our Separate Account;
- any requested transfers among investment divisions of our Separate Account;

For investment divisions that invest in underlying funds or other investment assets that are not valued or redeemable on a daily basis, we may defer the activities listed below in whole or in part until such investments may be purchased, valued, or liquidated, in accordance with the specified terms and conditions of the applicable investments, without penalty.

These activities are:

- the valuation of assets;
- the allocation of Premium;
- the processing of loan repayments;
- the processing, the determination and payment of any:
  - surrender;
  - partial withdrawal;
  - loan proceeds;
  - death benefit;
  - transfers.

If we defer, in whole or in part, the allocation of premium or loan repayments or any transfer, these amounts may first be allocated to the money market investment division and will remain there until the investments are available.

For amounts invested in the Fixed Account, we may defer for a period of six months, in whole or in part the processing, determination and payment of any:

- surrender;
- partial withdrawal;
- loan proceeds; or
- transfers.

During the postponement period, the Policy Account Value will continue to be subject to the investment experience (gains or losses) of the investment divisions in which the Policy Account Value is invested and all applicable charges.

#### **9.11 Reports to Owners**

Within 30 days of each Policy Anniversary, we will send you a report. The information shall be as of a date not more than 60 days prior to date of mailing and will contain the following:

- the beginning and end dates of the current report period;
- the Policy Account Value at the beginning and end of the current report period;
- the premiums paid;
- Monthly Deductions;
- investment experience;
- any loans taken;
- any withdrawals taken;
- the amount of any outstanding Policy loans;
- the current death benefit; and
- the current Cash Surrender Value.

If the Policy's Cash Surrender Value will not maintain the Policy in force until the next reporting period unless further payments are made, a notice to this effect will be included in the report. For any portion of the Cash Surrender Value and current death benefit that are invested in private investment accounts, the report will indicate that the funds will not be available until the next Liquidity Day.

#### **9.12 Maturity**

This Policy has no maturity date. However, there will be no cost of insurance charges taken after the Insured has reached 120 years of age. No further premium payments will be accepted after such age, except amounts required to keep the Policy in force under the grace period.

The Policy may not qualify as life insurance under federal tax law after the insured reaches 120 years of age and may be subject to adverse tax consequences. A tax advisor should be consulted before the Owner chooses to continue the Policy after the Insured reaches 120 years of age.



Partial withdrawals can continue to be made after the Insured reaches 120 years of age. New Policy loans and loan repayments are permitted. Interest will continue to accrue on and be added to any outstanding loan balance. The Policy death benefit after the Insured reaches 120 years of age shall be at least the Policy Account Value.

#### **9.13 Conformity to Laws**

This Policy was approved under the authority of the state in which it was delivered and is subject to its laws. Any provision of the Policy that is in conflict with the laws of the delivery state on the effective date is hereby amended to conform to the laws pertaining to this product.

**SYMETRA LIFE INSURANCE COMPANY**  
**PRIVATE PLACEMENT FLEXIBLE PREMIUM VARIABLE ADJUSTABLE LIFE INSURANCE**

Symetra Life Insurance Company  
A Stock Company  
[Phone 1-800-796-3872]  
[TTY/TDD 1-800-833-6388 (Deaf/HH)]

Home Office:  
[777 108th Avenue NE, Suite 1200  
Bellevue, WA 98004]  
[[www.symetra.com](http://www.symetra.com)]

# INDIVIDUAL LIFE INSURANCE APPLICATION PART I — LUC-172

[Symetra Life Insurance Company  
777 108th Avenue NE, Bellevue, WA 98004-5135]

Mailing Address: [PO Box 84068  
Seattle, WA 98124-9918]

INSURED & APPLICANT INFORMATION	<b>Life Insurance for:</b> First MI Last <input type="checkbox"/> Male <input type="checkbox"/> Female				
	Street/PO Box		City		State Zip
	Phone Number		Email		Soc. Sec. No.
	Occupation		Employment Date		Gross Annual Income
	Height	Weight	Driver's License #		State of Birth Date of Birth
	Owner if other than proposed insured (Please provide address and Soc. Sec. Number/Tax ID)				
	Insurance Needed For <input type="checkbox"/> Debt/Family/Business Protection <input type="checkbox"/> Income Replacement <input type="checkbox"/> Retirement/Estate Planning <input type="checkbox"/> Other _____				
	<b>BENEFICIARY INFORMATION</b> (include any additional Beneficiaries in Remarks section below) (P-Primary, C-Contingent)				
	Name		Relationship		P C
Amount of Coverage \$		Quoted Premium \$			
<b>Plan Choice</b> <input type="checkbox"/> <b>Variable Adjustable Life Plan</b> _____ <input type="checkbox"/> VCOLI <input type="checkbox"/> <b>Death Benefit Option</b> <input type="checkbox"/> Option A – Level <input type="checkbox"/> Option B – Increasing <input type="checkbox"/> Option C – Return of Premium <b>Life Insurance Qualification Test:</b> <input type="checkbox"/> Guideline Premium Test (GPT) <input type="checkbox"/> Cash Value Accumulation Test (CVAT)		<b>Riders</b> <input type="checkbox"/> Cash Value Enhancement _____			
Please provide details in the Remarks section for a "No" response to question 2 or any "Yes" response(s) to questions 3-5.					
UNDERWRITING INFORMATION				Yes	No
	1. In the past 12 months, has the proposed insured used any form of tobacco or nicotine products?			<input type="checkbox"/>	<input type="checkbox"/>
	2. Has the proposed insured been actively at work on the application date for at least 30 hours per week for 90 days immediately preceding the application date, excluding vacation, or absences of 5 days or less?			<input type="checkbox"/>	<input type="checkbox"/>
	3. Does the applicant/owner or proposed insured intend to assign or sell, or have they been involved in any discussion about the possible sale or assignment of, the life insurance policy for which the application is being made?			<input type="checkbox"/>	<input type="checkbox"/>
	4. Has the applicant/owner or proposed insured ever sold a policy to a life settlement, viatical or other secondary market provider, or are they in process of selling a policy?			<input type="checkbox"/>	<input type="checkbox"/>
5. Is this policy being funded via a premium financing loan or with funds borrowed, advanced or paid from another person or entity?			<input type="checkbox"/>	<input type="checkbox"/>	

<b>REMARKS</b>	Remarks: Please provide detail(s) for a "No" response to question #2 or any "Yes" response(s) to questions 3-5.				
<b>PAYMENT INFORMATION</b>	<p><b>Payment Method:</b>  <input type="checkbox"/> Check                      <input type="checkbox"/> Wire transfer to Symetra</p> <p>Premium Amount: \$ _____</p> <p>Who is providing the premium for this policy? _____</p> <p><b>Payment Frequency:</b>  <input type="checkbox"/> Annual    <input type="checkbox"/> Semiannual    <input type="checkbox"/> Quarterly    <input type="checkbox"/> Monthly]    <input type="checkbox"/> Single Payment</p>				
<b>REPLACEMENT</b>	Do you have any other existing insurance policies or annuity contracts with this or any other company? (in force or applied for)			Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
	Company	Face Amount	Policy Type	Annual Premium	
	To the best of the applicant's knowledge, will the policy applied for replace any existing life insurance policy or annuity, or is any part of the premium to be paid by policy loan, or cash value on insurance presently in force? (if yes, attach state replacement disclosure)			Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
	Existing Policy Cash Value \$ _____		Amount of Surrender Charge \$ _____		
	Will new policy have surrender charges?			Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
<b>PRODUCER</b>	Does the applicant have any existing life insurance policies or annuity contracts with this or any other company?			Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
	To the best of your knowledge, will this insurance replace or change any existing life insurance or annuity?			<input type="checkbox"/>	<input type="checkbox"/>
	If replacing, how does this policy better serve the applicant's needs?				

## AUTHORIZATION TO RELEASE PERSONAL INFORMATION

I hereby authorize and request any medical care provider, pharmacy, pharmacy benefits manager, individual employer, insurance company, reinsuring company, medical examiner, consumer reporting agency, or other person or organization, and MIB, Inc., to disclose any and all medical information, non-medical information, employment information, and insurance information they hold concerning me, to the employees, agents, or attorneys of Symetra Life Insurance Company. This disclosure authorization will permit employees, agents or reinsurers of Symetra Life Insurance Company to view, copy, be furnished copies, share, or be given details of all such information described above including, but not limited to, mental and physical condition, evaluation, diagnoses, treatment, prognoses, prescription records, and/or toxicology results; specifically to include drug, alcohol use, mental illness, psychiatric treatment or diagnosis, testing and/or treatment of HIV (AIDS virus) and/or other sexually-transmitted diseases. Symetra Life Insurance Company obtains medical information only in connection with specific products or claims. Symetra Life Insurance Company will not use or share personally identifiable medical information for any purpose other than the underwriting or administration of your policy, claim or account. I understand that the information obtained pursuant to this Authorization will be used for the purpose of verifying, evaluating, negotiating, and other pertinent legal uses, with respect to my application for insurance, or claim under a policy of insurance. This authorization will expire at the end of the contestability period of any insurance policy issued in reliance on the records obtained through this authorization or twenty-four (24) months after the date of signing this authorization. The individual signing this authorization has the right to revoke an authorization in writing, except to the extent that action has been taken in reliance on the authorization, or during a contestability period. A written statement revoking this authorization delivered to Symetra Life Insurance Company at their usual business addresses will revoke this authorization. Any copy of this authorization shall have the same authority as the original. I also understand that I have a right to receive a copy of this authorization upon request.

I authorize Symetra Life Insurance Company, or its reinsurers, to make a brief report of my personal health information to Medical Information Bureau, Inc. (MIB).

### Fraud Warnings

Any person who, with intent to defraud or knowing he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

**Arkansas Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**District of Columbia Residents:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

I/We represent that the statements and answers recorded on this application are true and complete to the best of my/our knowledge and belief; and I/we agree that they shall form a part of any insurance policy issued hereon.

Signed this \_\_\_\_\_, at \_\_\_\_\_, State of \_\_\_\_\_  
Date City State

\_\_\_\_\_  
Printed Name of Proposed Insured

\_\_\_\_\_  
Printed Name of Writing or Authorized Insurance Producer

\_\_\_\_\_  
Signature of Proposed Insured

\_\_\_\_\_  
Signature of Writing or Authorized Insurance Producer

\_\_\_\_\_  
Signature of Applicant/Owner if other than Proposed Insured

\_\_\_\_\_  
Insurance Producer Phone

\_\_\_\_\_  
Insurance Producer Email

\_\_\_\_\_  
Insurance Producer Stat Number

## NOTICE OF INSURANCE INFORMATION PRACTICES

**MIB, Inc. (Medical Information Bureau, MIB)** – MIB, Inc. is a nonprofit corporation which operates an information exchange on behalf of its member life insurance companies. We are a member. The purpose of the MIB is to protect its member companies and their policyowners from those who would conceal significant facts relevant to their eligibility for insurance. The information we obtain from MIB may alert us to the possible need for further investigation. We rarely use it to make a final underwriting decision, but if we do, we will notify you in writing. As a member company, we will ask the MIB if it has a record about you. If you previously applied to a member company, MIB may have information about you in its file. We will treat information about you as confidential. Symetra Life or their reinsurers may, however, make a brief report to the MIB. This report is transmitted in a coded form, in order to maintain confidentiality, and only authorized underwriting and claims personnel have access to the code. If you later apply to another MIB member company for life or health insurance, or you submit a claim to a member company, MIB, upon request, will supply the member company with the information it may have about you in its file. At your request the MIB will arrange disclosure of any information it may have about you in its file. If you question the accuracy of information on file, you may contact the MIB and seek a correction, following the procedures set forth in the Federal Fair Credit Reporting Act. The address of the information office of MIB, Inc. is [PO Box 105, Essex Station, Boston, Massachusetts 02112, telephone number (866) 692-6901.]

**Investigative Consumer Report** – As a part of our underwriting procedure, we may request an investigative consumer report from a consumer reporting agency. A consumer report confirms and supplements the information on your application about your employment, residence, finances, smoking habits, marital status, occupation, hazardous avocations and general health. This report may also include information concerning your general reputation, personal characteristics and mode of living except as may be related directly or indirectly to your sexual orientation, including drug and alcohol use, motor vehicle driving record and any criminal activity. This information may be obtained through personal interviews with you, your family, friends, neighbors and business associates. If a report is required, you may request to be personally interviewed. If you wish to be personally interviewed, request this in the remarks section on the reverse side of this application and we will notify the consumer reporting agency.

The information contained in the report may be retained by the consumer reporting agency and later disclosed to other companies to the extent permitted by the Fair Credit Reporting Act. We hold investigative consumer reports in strict confidence, and we use them only to evaluate your application on a fair and equitable basis. You have a right to inspect and obtain a copy of this report from the consumer reporting agency. Such a report rarely has an adverse effect on an individual's eligibility for insurance. If it should, however, we will notify you in writing, and identify the reporting agency. You, or your authorized representative, are entitled to a copy of this Notice.

**Disclosure to Others** – Personal information we obtain about you during the underwriting process is confidential, and we will not disclose it to other persons or organizations without your written authorization, except to the extent necessary for the conduct of our business. Examples of situations where we may share information about you follow:

1. The agent may retain a copy of your application. If reinsurance is required, the reinsurance company will have access to our application file. We give the consumer reporting agency enough identity information about you so that it may initiate a consumer report investigation.
2. We may release information to another life insurance company to whom you have applied for life or health insurance, or to whom you have submitted a claim for benefits, if you have authorized that company to obtain such information, and it submits your authorization to us with its request for information.
3. As stated earlier, we may report information to the Medical Information Bureau.
4. We may release information to persons or organizations conducting bona fide actuarial or scientific research studies, audits or evaluations, or to our affiliates who may wish to market products or services.
5. We will disclose information to government regulatory officials, law enforcement authorities, and others where required by law.

**Access and Correction** – In general, you have a right to learn the nature and substance of any personal information about you in our file, upon your written request. Whenever we make an adverse underwriting decision, we will notify you of the reasons for the decision and the source of the information on which we based our decision. We will give medical record information, however, only to a licensed physician of your choice or yourself. Please refer to the section on MIB, Inc., for that organization's disclosure procedure. There are procedures by which you can obtain access to personal information about you appearing in our policy files, including information contained in investigative consumer reports. We have also established procedures by which you may request correction, amendment or deletion of any information in our files which you believe to be inaccurate or irrelevant. A description of these procedures will also be sent to you upon request. If you feel that any information we have is inaccurate or incomplete, please write to the [Individual Underwriting & Issue Department of Symetra Life, PO Box 84068, Seattle, WA 98124-9918]. Your comments will be carefully considered and corrections made where justified.

**INDIVIDUAL LIFE INSURANCE APPLICATION – Part IV — LUC-174**

**Symetra Life Insurance Company**  
**[777 108th Avenue NE, Bellevue, WA 98004-5135]**

**[Mailing Address: PO Box 84068]  
 Seattle, WA 98124-9918]**

Print Name of Proposed Insured (as on Life Application Part I):			Policy Owners and individuals listed below (if any) are authorized to request in writing (1) the transfer of funds among investment options or (2) to change allocation percentages.
Initial Allocation Percentages (whole numbers only):			
<b>Investment Options</b>	<b>Premiums</b>	<b>Deductions</b>	The identity of the requesting person will be verified when exercising the request.
[Fidelity VIP Money Market Portfolio - Initial Class			Name of Authorized Individual:
Symetra Life Fixed Account			
American Century VP Value Fund			Name of Authorized Individual:
Franklin U.S. Government Fund - Class 1			
Invesco V.I. Small Cap Equity Fund (Series I Shares)			Name of Authorized Individual:
JPMorgan Insurance Trust Core Bond Portfolio - Class 1 Shares			Remarks:
PIMCO VIT All Asset Portfolio - Administrative Class Shares			
PIMCO VIT Commodity RealReturn® Strategy Portfolio - Administrative Class Shares			
PIMCO VIT Total Return Portfolio - Administrative Class Shares			
Pioneer Growth Opportunities VCT Portfolio - Class I Shares			
Pioneer Strategic Income VCT Portfolio - Class I Shares]			
<b>Total (must equal 100%):</b>			
Allocations for deductions will be the same as premiums unless otherwise noted			



## Fraud Warnings

Any person who, with intent to defraud or knowing he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

**Arkansas Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**District of Columbia Residents:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

I/We represent that the statements and answers recorded on this application are true and complete to the best of my/our knowledge and belief; and I/we agree that they shall form a part of any insurance policy issued hereon.

I UNDERSTAND THAT UNDER THE POLICY APPLIED FOR: (A) THE AMOUNT OF THE DEATH BENEFIT MAY VARY UNDER SPECIFIED CONDITIONS; (B) POLICY VALUES MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE INVESTMENT EXPERIENCE OF INVESTMENT DIVISIONS IN A SEPARATE ACCOUNT; (C) ILLUSTRATIONS OF BENEFITS, INCLUDING THE DEATH BENEFITS, POLICY BENEFITS AND CASH SURRENDER VALUES ARE AVAILABLE UPON REQUEST; AND (D) THIS POLICY MEETS MY INVESTMENT OBJECTIVES AND ANTICIPATED FINANCIAL NEEDS.

I hereby acknowledge receipt of the current Private Placement Memorandum for this policy and accompanying current fund prospectuses.

Signed this \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  
Day Month Year City State

I certify that I have asked and recorded completely and accurately the answers to all questions on the application and I know of nothing affecting the risk that has not been recorded.

---

Signature of Insurance Producer

---

Signature of Applicant/Owner



## **CASH VALUE ENHANCEMENT RIDER**

This rider is attached to and made part of your Policy at issue and takes effect at the same time as your Policy. The Cash Value Enhancement rider reduces the impact of upfront charges on the Policy performance in the early years of the Policy.

The following definitions are added to your Policy:

**Contributions** – the Sales Load, Premium Tax Charge and Premium Charge.

**Contribution Account Balance** – Contributions plus interest credited. We can adjust the interest credited rate at our discretion and it will never be less than the Guaranteed Minimum Interest Rate in the “Coverage Description”.

**Enhanced Net Cash Surrender Value** – Net Cash Surrender Value plus Enhancement Amount.

**Enhancement Amount** – the Contribution Account Balance multiplied by the applicable percentage of the declining Enhancement Percentage Schedule.

### **Enhancement Percentage Schedule:**

Beginning of Policy Year	Enhancement Percentage
[1]	[100%]
[2]	[98%]
[3]	[90%]
[4]	[76%]
[5]	[64%]
[6]	[56%]
[7]	[49%]
[8]	[39%]
[9]	[30%]
[10]	[22%]
[11]	[14%]
[12]	[9%]
[13]	[6%]
[14]	[3%]
[15]	[2%]
[16]	[1%]
[17]	[0%]

The Enhancement Percentage is interpolated daily between Policy Anniversaries.

### **The following is added to the “Net Cash Surrender Value” section of your Policy:**

In the event of a full surrender for cash, the Enhanced Net Cash Surrender Value will be paid instead of the Net Cash Surrender Value.

### **The “Amount of Death Benefit” section in your Policy is replaced by the following:**

If the Insured dies while the Policy is in force, this Policy will provide a death benefit. The death benefit will be determined under either Option A, Option B, or Option C below, whichever you have chosen and is in effect at such time.

Under Option A, the death benefit is the greater of:

- the Face Amount on the date of death; or
- the applicable percentage of the Policy Account Value plus Enhancement Amount on the date of death shown in the “Table of Applicable Death Benefit Percentages” in the “Coverage Description”.

Under this option, the amount of death benefit is fixed, except when it is determined by such a percentage.

Under Option B, the death benefit is the greater of:

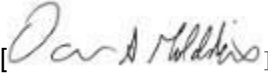
- the Face Amount plus the Policy Account Value on the date of death; or
- the applicable percentage of the Policy Account Value plus Enhancement Amount on the date of death shown in the "Table of Applicable Death Benefit Percentages" in the "Coverage Description".

Under this option, the amount of death benefit may vary.

Under Option C, the death benefit is the greater of:

- the Face Amount plus the sum of the Premiums paid less the sum of any withdrawals taken, as long as the provided result is no less than the Face Amount; or
- the applicable percentage of the Policy Account Value plus Enhancement Amount on the date of death shown in the "Table of Applicable Death Benefit Percentages" in the "Coverage Description".

Symetra Life Insurance Company

  
[David S. Goldstein]  
[Secretary]

SERFF Tracking Number:	SYMT-127825690	State:	Arkansas
Filing Company:	Symetra Life Insurance Company	State Tracking Number:	
Company Tracking Number:	ICC11_LC7		
TOI:	L06I Individual Life - Variable	Sub-TOI:	L06I.002 Single Life - Flexible Premium
Product Name:	VCOLI		
Project Name/Number:	Private Placement Flexible Premium Variable Adjustable Life Insurance/ICC11_LC7		

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b>	Flesch Certification	
<b>Comments:</b>		
<b>Attachments:</b>		
AR Readability Certification.pdf		
AR Certification.pdf		
AR_reg_19_34_49_B_11-83_Cert.pdf		

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Bypassed - Item:</b>	Application	
<b>Bypass Reason:</b>	No previously approved application will be used with the forms in this filing. The application to be used for this policy and rider is included in this filing.	
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b>	Life & Annuity - Acturial Memo	
<b>Comments:</b>		
<b>Attachments:</b>		
AR_Rule19_Cert.pdf		
ACTMEMO_WDEMO_L-10070AR_1011.pdf		
ACTMEMO_VCOLI_2001CSO_CVE.pdf		

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b>	Statement of Variability	
<b>Comments:</b>		
<b>Attachments:</b>		
L-10070_AR_1011_CD_SOV_20120523.pdf		
L-10070_AR_1011_Contract_SOV_20120523.pdf		
LUC-172_1011_VCOLI_App_Pt_1_SOV_20120509.pdf		

*SERFF Tracking Number:* SYMT-127825690 *State:* Arkansas  
*Filing Company:* Symetra Life Insurance Company *State Tracking Number:*  
*Company Tracking Number:* ICC11\_LC7  
*TOI:* L06I Individual Life - Variable *Sub-TOI:* L06I.002 Single Life - Flexible Premium  
*Product Name:* VCOLI  
*Project Name/Number:* Private Placement Flexible Premium Variable Adjustable Life Insurance/ICC11\_LC7  
L-10077\_1011\_CVE\_Rider\_SOV\_20120509.pdf  
LUC-174\_1011\_VCOLI\_App\_Pt\_4\_SOV\_20120509.pdf

## CERTIFICATION OF READABILITY

To the best of my knowledge, these forms meet all applicable statutes and regulations for readability standards. These forms are subject to federal jurisdiction and accordingly the Flesch requirements do not apply.

LUC-172 10/11	Life Insurance Application
LUC-174 10/11	Life Insurance Application – Part IV
L-10070/AR 10/11	PPM Variable Adjustable Life Policy
L-10077 10/11	Cash Value Enhancement Rider

Symetra Life Insurance Company  
(Company Name)



By Suzanne Webb Sainato  
(Name)

Vice President  
(Title or Position)

## Arkansas Certification

I hereby certify that to the best of my knowledge this filing is in compliance with applicable sections of Regulation 19, Regulation 34, Regulation 49 and all other requirements of the Department as applicable.

Bulletin 11-83

Bulletin 11-83 has been reviewed and the form complies with these guidelines.

### **Consent to Submit Rates and/or Cost Bases for Approval**

The Symetra Life Insurance Company ("Company") of Bellevue, Washington does hereby consent and agree

A) that all premium rates and/or cost bases both "maximum" and "current or projected," used in relation to policy form number L-10070 10/11 must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

or

B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

Symetra Life Insurance Company  
(Company Name)



By Suzanne Webb Sainato  
(Name)

Vice President  
(Title or Position)

## Arkansas Certification

I hereby certify that to the best of my knowledge this filing is in compliance with applicable sections of Regulation 19, Regulation 34, Regulation 49 and all other requirements of the Department as applicable.

Bulletin 11-83

Bulletin 11-83 has been reviewed and the form complies with these guidelines.

### **Consent to Submit Rates and/or Cost Bases for Approval**

The Symetra Life Insurance Company ("Company") of Bellevue, Washington does hereby consent and agree

A) that all premium rates and/or cost bases both "maximum" and "current or projected," used in relation to policy form number L-10070/AR 10/11 must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

or

B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

Symetra Life Insurance Company  
(Company Name)



By Suzanne Webb Sainato  
(Name)

Vice President  
(Title or Position)

# Statement of Variability

May 4, 2012

Symetra Life Insurance Company  
NAIC # 68608/ FEIN #91-0742147

Forms: L-10070/AR 10/11 Private Placement Flexible Premium Variable Adjustable Life Insurance (Coverage Description)

The variability for bracketed items in the above-referenced forms is provided below. This Statement of Variability reflects bracketing of items that will vary based upon policy specific information. In addition, this Statement of Variability also reflects bracketing of items that Symetra Life Insurance Company might vary within the range provided for future issues without requiring a re-filing. We have bracketed these items so we may more quickly respond to changes in the market, in company experience, or in the regulatory environment. Any changes made in such items will be determined based on sound actuarial practice and administered in a uniform and non-discriminatory manner. Since the policy is a private placement, certain elements will be negotiated as part of each transaction. With the exception of the current Company and address, such variable information will not be changed for issued policies, only for new issues.

L-10070/AR 10/11 Coverage Description		
Field	Range	Explanation of Variation
[Policy Number]		Displays the number in the Company's records that contains the information for this policy.
[Insured]		Displays the name of the person insured under the policy..
[Issue Date]	Month: 1-12 Day: 1-28 Year: 2011+	Displays the month, day and year that the policy becomes effective.
[Issue Age]	20-70	Displays the age, as of last birthday on the issue date.
[Monthly Anniversary]	1st – 28th	Displays the day, each month, based on the issued date, that monthly processing takes place.
[Class]	Male or Female, Non-Nicotine or Nicotine	Gender and rate class of the Insured
[Face Amount]	\$10,000 – \$20,000,000	Displays the amount of life insurance coverage under the base policy.
[Post Issue Face Amount Minimum]	\$10,000 - \$100,000	Minimum Face Amount after Issue permitted under this Policy. Decreases may not cause the Face Amount to drop below this amount.
[Initial Premium Amount]	\$10,000 - \$15,000,000	Displays the amount of the initial premium payment made to Symetra under this Policy.
[Planned Periodic Premium]	\$10,000 - \$15,000,000	Displays the elected Planned Periodic Premiums
[Premium Payable]	Annual, Semi-Annual, Quarterly, Monthly, Single	Displays the elected mode of payment
[Death Benefit Option]	Option A - Level Option B - Increasing Option C – Return of Premium	Displays the current death benefit option as elected by the owner.
[Death Benefit Test]	Guideline Premium Test or Cash Value Accumulation Test	Displays the death benefit test as elected by the owner.



[Guaranteed Minimum Interest Rate]	1% - 4%	Guaranteed Minimum Interest Rate for Fixed Account and Loan Collateral Account will vary with the interest rate environment at time of issue, as negotiated as part of the private placement transaction.
[Loan Interest Rate]	1% – 8%	Displays the rate charged for policy loans. Will vary with the interest rate environment at time of issue, as negotiated as part of the private placement transaction.
[Separate Account]	VL	Displays the name of the separate account for the policy.
[Riders]	CASH VALUE ENHANCEMENT	Displays riders selected for attachment to policy
[Guideline language]	<p>[The guideline single premium for this Policy is \$[13,512.07]. The guideline annual premium is \$[1,126.57]. The sum of the premiums paid at any date for this Policy may not exceed the greater of:</p> <ul style="list-style-type: none"> <li>• The guideline single premium, or</li> <li>• The sum of the guideline annual premiums to such date.</li> </ul> <p>These limitations are to assure that the death benefits paid under this Policy are not includable in the gross income of the beneficiary for federal income tax purposes.]</p>	Guideline 7702 test language. Only included if guideline test is being used to comply with 7702
[Guideline Single Premium]		Displays the guideline single premium amount based on the age, gender, class and face amount of the policy.
[Guideline Annual Premium]		Displays the guideline annual premium amount based on the age, gender, class and face amount of the policy.
[Cash Value Accumulation Test]	[This policy uses the Cash Value Accumulation Test to qualify as life insurance under the Internal Revenue Code. The Amount of Death Benefit will always be large enough to assure that the death benefits paid under this policy are not includable in the gross income of the beneficiary as prescribed by Internal Revenue Code section 7702 as amended.]	CVAT language. Only included if the Cash Value Accumulation Test is being used to comply with 7702
[7702A language (non-MEC)]	[The 7-pay premium as defined by the Tax and Miscellaneous Revenue Act of 1988 (TAMRA) is	Displays if Policy is a non-MEC at issue.

	\$[3,345.71]. (Note: If this Policy is a replacement of another Policy, the amount shown may need to be adjusted.) To maintain the non-modified endowment contract status of this Policy, the sum of the premiums paid at any date during the seven years commencing with the Issue Date or with the date of a subsequent material change cannot exceed the sum of the 7-pay premiums to such date.];	
[7-pay Premium]		For non-MEC issues, displays the 7 pay premium test, annual amount based on the age, gender, class and face amount of the policy.
[7702A language (MEC)]	[Because of its ratio of Initial Premium Amount to Death Benefit, your Policy will be treated as a Modified Endowment Contract (MEC) as required by the Internal Revenue Code. Amounts taken out while the Insured is still living, including loans and collateral assignments, may be subject to federal income tax. There may be a 10% tax penalty on the taxable amount taken.]	Displays if Policy is a MEC at issue.
[Guideline Premiums and] or [7-pay Premiums]		Displays "Guideline Premiums and" or "7-pay Premiums" dependent upon the death benefit test option selected.
[CVAT]	[We reserve the right to require evidence of insurability to be provided if any premium payment would result in an immediate increase in the difference between the death benefit and the Accumulation Fund. If satisfactory evidence is not received, the premium, or any portion of the premium, may be returned.]	CVAT language.
[Policy Number] (page CD-2)		Displays the number in the Company's records that contains the information for this policy.
[Guaranteed Sales Load]	0-15%	Guaranteed sales load percentage in all years. Varies with commissions paid, as negotiated as part of private placement transaction.
[Sales Load]	0-15% all years	Displays the sales load percentage, per year, used to calculate the charge taken from each premium payment.

		Varies with commissions paid, as negotiated as part of the private placement transaction.
[Premium Tax Charge]		The tax amount subtracted from each premium payment. The percentage will change with changes in law or issue state.
[Current Premium Charge]	0-2%	The current percent of gross premium charged for federal tax expenses associated with issuing the policy. Varies with actual expenses incurred, as negotiated as part of the private placement transaction.
[Guaranteed Maximum Premium Charge]	2%	The guaranteed percent of gross premium charged for federal tax expenses associated with issuing the policy. Varies with expected expenses to be incurred, as negotiated as part of the private placement transaction.
[Current Administration Expense]	\$0-5	Varies with policy admin expenses, as negotiated as part of private placement transaction.
[Guaranteed Maximum Administration Expense]	\$5	Varies with expected policy admin expenses, as negotiated as part of private placement transaction.
[Mortality and Expense Charge]	0-5%	Varies with policy size, issue age, and commissions paid, as negotiated as part of private placement transaction.
[# of Transfers]	0-24	The number of transfers among investment options allowed free of charge. Will vary depending on investment options as negotiated as part of private placement transaction.
[Transfer Charge]	\$0-50	The charge for additional transfers above the free # of transfers. Will vary with policy size as negotiated as part of private placement transaction.
[Policy Number] (page CD-3)		Displays the number in the Company's records that contains the information for this policy.
[Schedule of Guaranteed Maximum Cost of Insurance Rates]		Displays the guaranteed cost of insurance rates for the Insured's issue age, gender and class.
[Policy Number] (page CD-4)		Displays the number in the Company's records that contains the information for this policy.
[Table of Surrender Charges]	Year 1 0-8% Year 2 0-7% Year 3 0-6.5% Year 4 0-6% Year 5 0-5% Year 6 0-4.5% Year 7 0-4% Year 8 0-3% Year 9 0-2% Year 10 0-1%	Varies by policy size and commissions paid as negotiated as part of private placement transaction.

	Thereafter 0%	
[Policy Number] (page CD-5)		Displays the number in the Company's records that contains the information for this policy.
[Table of Applicable Death Benefit Percentages]	[CVAT Schedule] [GPT Schedule]	Varies depending on whether CVAT or guideline premium test are used to comply with IRC section 7702. See SOV appendix for possible schedules.

#### **CERTIFICATION**

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification.



Suzanne Webb Sainato  
Vice President  
Symetra Life Insurance Company  
May 2, 2012

# **APPENDIX** **TABLE OF APPLICABLE PERCENTAGES** **CVAT Factors**

<u>Age</u>	<u>Male</u>		<u>Female</u>		<u>Age</u>	<u>Male</u>		<u>Female</u>	
	<u>Non</u>	<u>Male</u>	<u>Non</u>	<u>Female</u>		<u>Non</u>	<u>Male</u>	<u>Non</u>	<u>Female</u>
	<u>Nicotine</u>	<u>Nicotine</u>	<u>Nicotine</u>	<u>Nicotine</u>		<u>Nicotine</u>	<u>Nicotine</u>	<u>Nicotine</u>	<u>Nicotine</u>
20	804	647	923	738	60	212	189	236	203
21	778	626	891	712	61	206	184	230	198
22	753	606	860	687	62	201	180	223	193
23	728	587	830	664	63	195	176	217	189
24	704	569	800	640	64	190	172	211	184
25	681	551	772	618	65	185	168	205	180
26	659	534	745	597	66	180	165	199	176
27	637	517	719	576	67	176	162	194	172
28	616	501	694	556	68	171	158	189	168
29	595	485	669	537	69	167	155	184	165
30	575	469	646	519	70	163	152	179	161
31	556	454	623	501	71	159	149	175	158
32	537	440	601	484	72	156	146	170	155
33	518	425	580	468	73	152	144	166	152
34	501	411	560	452	74	149	141	162	149
35	483	398	541	437	75	146	139	158	146
36	467	385	522	422	76	143	136	155	144
37	451	372	504	408	77	140	134	151	141
38	435	360	487	394	78	137	132	148	139
39	420	349	470	381	79	135	130	145	136
40	406	337	454	369	80	132	128	141	134
41	392	327	438	357	81	130	126	138	132
42	379	316	423	345	82	128	124	136	130
43	366	306	409	334	83	126	123	133	128
44	354	297	395	323	84	124	121	130	126
45	342	288	381	313	85	122	120	128	124
46	331	279	369	303	86	120	118	125	122
47	320	271	356	293	87	118	117	123	120
48	310	263	344	284	88	117	115	120	118
49	300	255	333	275	89	115	114	118	117
50	290	248	322	267	90	113	113	116	115
51	281	241	312	259	91	111	111	113	113
52	272	234	302	252	92	109	109	110	110
53	263	227	292	245	93	107	107	107	107
54	255	221	283	238	94	104	104	104	104
55	247	215	275	231	95+	100	100	100	100
56	239	209	266	225					
57	232	204	258	219					
58	225	199	251	214					
59	219	194	243	208					

## TABLE OF APPLICABLE PERCENTAGES GPT Factors

<u>Age</u>	Male Non	Male	Female Non	Female	<u>Age</u>	Male Non	Male	Female Non	Female
	<u>Nicotine</u>	<u>Nicotine</u>	<u>Nicotine</u>	<u>Nicotine</u>		<u>Nicotine</u>	<u>Nicotine</u>	<u>Nicotine</u>	<u>Nicotine</u>
20	250	250	250	250	60	130	130	130	130
21	250	250	250	250	61	128	128	128	128
22	250	250	250	250	62	126	126	126	126
23	250	250	250	250	63	124	124	124	124
24	250	250	250	250	64	122	122	122	122
25	250	250	250	250	65	120	120	120	120
26	250	250	250	250	66	119	119	119	119
27	250	250	250	250	67	118	118	118	118
28	250	250	250	250	68	117	117	117	117
29	250	250	250	250	69	116	116	116	116
30	250	250	250	250	70	115	115	115	115
31	250	250	250	250	71	113	113	113	113
32	250	250	250	250	72	111	111	111	111
33	250	250	250	250	73	109	109	109	109
34	250	250	250	250	74	107	107	107	107
35	250	250	250	250	75	105	105	105	105
36	250	250	250	250	76	105	105	105	105
37	250	250	250	250	77	105	105	105	105
38	250	250	250	250	78	105	105	105	105
39	250	250	250	250	79	105	105	105	105
40	250	250	250	250	80	105	105	105	105
41	243	243	243	243	81	105	105	105	105
42	236	236	236	236	82	105	105	105	105
43	229	229	229	229	83	105	105	105	105
44	222	222	222	222	84	105	105	105	105
45	215	215	215	215	85	105	105	105	105
46	209	209	209	209	86	105	105	105	105
47	203	203	203	203	87	105	105	105	105
48	197	197	197	197	88	105	105	105	105
49	191	191	191	191	89	105	105	105	105
50	185	185	185	185	90	105	105	105	105
51	178	178	178	178	91	104	104	104	104
52	171	171	171	171	92	103	103	103	103
53	164	164	164	164	93	102	102	102	102
54	157	157	157	157	94	101	101	101	101
55	150	150	150	150	95+	100	100	100	100
56	146	146	146	146					
57	142	142	142	142					
58	138	138	138	138					
59	134	134	134	134					

# Statement of Variability

May 4, 2012

Symetra Life Insurance Company  
NAIC # 68608/ FEIN #91-0742147

Forms: L-10070/AR 10/11 Private Placement Flexible Premium Variable Adjustable Life Insurance

The variability for bracketed items in the above-referenced forms is provided below. This Statement of Variability reflects bracketing of items that will vary based upon policy specific information. In addition, this Statement of Variability also reflects bracketing of items that Symetra Life Insurance Company might vary within the range provided for future issues without requiring a re-filing. We have bracketed these items so we may more quickly respond to changes in the market, in company experience, or in the regulatory environment. Any changes made in such items will be determined based on sound actuarial practice and administered in a uniform and non-discriminatory manner. Since the policy is a private placement, certain elements will be negotiated as part of each transaction. With the exception of the current Company and address, such variable information will not be changed for issued policies, only for new issues.

L-10070/AR 10/11 Policy		
Field	Range	Explanation of Variation
[Insured]		Displays the Insured person's name
[Owner]		Displays the current owner's name
[Policy Number]		Displays the number in the Company's records that contains the information for this policy.
[Rate Class]	Non-Nicotine, Nicotine	Rating class based on nicotine status
[Issue Date]		The day, month and Year that the policy becomes effective.
[Gender]	Male, Female	Gender of the Insured
[Officer Signatures]		Displays the signatures of current officers. In the event the name of an officer signing the policy form changes, any new signature utilized will be the name of an officer of the company.
[Officer Names]		Displays the printed names of the current officers. In the event the name of an officer signing the policy form changes, any new name utilized will be the name of an officer of the company.
[Officer Titles]		Displays the titles of the officers. In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
[Right to Examine]		The Right to Examine provision may be updated in the future for changes in statutory requirements.
[Company Name]		Displays the current legal name of the Company.

[Company Phone]		Displays the current phone of the Company.
[Company Address]		Displays the current address of the company's Home Office and the Company's website address

# **CERTIFICATION**

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification.



Suzanne Webb Sainato  
Vice President  
Symetra Life Insurance Company  
May 2, 2012



# **APPENDIX** **TABLE OF APPLICABLE PERCENTAGES** **CVAT Factors**

Male		Female			Male		Female		
Age	Non Nicotine	Male Nicotine	Non Nicotine	Female Nicotine	Age	Non Nicotine	Male Nicotine	Non Nicotine	Female Nicotine
20	804	647	923	738	60	212	189	236	203
21	778	626	891	712	61	206	184	230	198
22	753	606	860	687	62	201	180	223	193
23	728	587	830	664	63	195	176	217	189
24	704	569	800	640	64	190	172	211	184
25	681	551	772	618	65	185	168	205	180
26	659	534	745	597	66	180	165	199	176
27	637	517	719	576	67	176	162	194	172
28	616	501	694	556	68	171	158	189	168
29	595	485	669	537	69	167	155	184	165
30	575	469	646	519	70	163	152	179	161
31	556	454	623	501	71	159	149	175	158
32	537	440	601	484	72	156	146	170	155
33	518	425	580	468	73	152	144	166	152
34	501	411	560	452	74	149	141	162	149
35	483	398	541	437	75	146	139	158	146
36	467	385	522	422	76	143	136	155	144
37	451	372	504	408	77	140	134	151	141
38	435	360	487	394	78	137	132	148	139
39	420	349	470	381	79	135	130	145	136
40	406	337	454	369	80	132	128	141	134
41	392	327	438	357	81	130	126	138	132
42	379	316	423	345	82	128	124	136	130
43	366	306	409	334	83	126	123	133	128
44	354	297	395	323	84	124	121	130	126
45	342	288	381	313	85	122	120	128	124
46	331	279	369	303	86	120	118	125	122
47	320	271	356	293	87	118	117	123	120
48	310	263	344	284	88	117	115	120	118
49	300	255	333	275	89	115	114	118	117
50	290	248	322	267	90	113	113	116	115
51	281	241	312	259	91	111	111	113	113
52	272	234	302	252	92	109	109	110	110
53	263	227	292	245	93	107	107	107	107
54	255	221	283	238	94	104	104	104	104
55	247	215	275	231	95+	100	100	100	100
56	239	209	266	225					
57	232	204	258	219					
58	225	199	251	214					
59	219	194	243	208					

## TABLE OF APPLICABLE PERCENTAGES GPT Factors

<u>Age</u>	Male Non	Male	Female Non	Female	<u>Age</u>	Male Non	Male	Female Non	Female
	<u>Nicotine</u>	<u>Nicotine</u>	<u>Nicotine</u>	<u>Nicotine</u>		<u>Nicotine</u>	<u>Nicotine</u>	<u>Nicotine</u>	<u>Nicotine</u>
20	250	250	250	250	60	130	130	130	130
21	250	250	250	250	61	128	128	128	128
22	250	250	250	250	62	126	126	126	126
23	250	250	250	250	63	124	124	124	124
24	250	250	250	250	64	122	122	122	122
25	250	250	250	250	65	120	120	120	120
26	250	250	250	250	66	119	119	119	119
27	250	250	250	250	67	118	118	118	118
28	250	250	250	250	68	117	117	117	117
29	250	250	250	250	69	116	116	116	116
30	250	250	250	250	70	115	115	115	115
31	250	250	250	250	71	113	113	113	113
32	250	250	250	250	72	111	111	111	111
33	250	250	250	250	73	109	109	109	109
34	250	250	250	250	74	107	107	107	107
35	250	250	250	250	75	105	105	105	105
36	250	250	250	250	76	105	105	105	105
37	250	250	250	250	77	105	105	105	105
38	250	250	250	250	78	105	105	105	105
39	250	250	250	250	79	105	105	105	105
40	250	250	250	250	80	105	105	105	105
41	243	243	243	243	81	105	105	105	105
42	236	236	236	236	82	105	105	105	105
43	229	229	229	229	83	105	105	105	105
44	222	222	222	222	84	105	105	105	105
45	215	215	215	215	85	105	105	105	105
46	209	209	209	209	86	105	105	105	105
47	203	203	203	203	87	105	105	105	105
48	197	197	197	197	88	105	105	105	105
49	191	191	191	191	89	105	105	105	105
50	185	185	185	185	90	105	105	105	105
51	178	178	178	178	91	104	104	104	104
52	171	171	171	171	92	103	103	103	103
53	164	164	164	164	93	102	102	102	102
54	157	157	157	157	94	101	101	101	101
55	150	150	150	150	95+	100	100	100	100
56	146	146	146	146					
57	142	142	142	142					
58	138	138	138	138					
59	134	134	134	134					

# Statement of Variability

May 4, 2012

Symetra Life Insurance Company  
NAIC # 68608/ FEIN #91-0742147

Forms: LUC-172 10/11 Life Insurance Application – Part I

The variability for bracketed items in the above-referenced forms is provided below. This Statement of Variability reflects bracketing of items that will vary based upon policy specific information. In addition, this Statement of Variability also reflects bracketing of items that Symetra Life Insurance Company might vary within the range provided for future issues without requiring a re-filing. We have bracketed these items so we may more quickly respond to changes in the market, in company experience, or in the regulatory environment. Any changes made in such items will be determined based on sound actuarial practice and administered in a uniform and non-discriminatory manner. Since the policy is a private placement, certain elements will be negotiated as part of each transaction. With the exception of the current Company and address, such variable information will not be changed for issued policies, only for new issues.

## LUC-172 10/11 – Individual Life Insurance Application – Part 1

Field	Range	Explanation of Variation
[Company Name]		Displays the current legal name of the company.
[Company Address and Telephone Number]		Displays the current address and telephone number of the company.
[Plan Choice]	VCOLI	Displays the plans for which this application may be used
[Death Benefit Option]	Option A - Level Option B - Increasing Option C – Return of Premium	Displays the current options available for the policy, which may vary dependent on the specific plan.
[Life Insurance Qualification Test]	Guideline Premium Test (GPT) or Cash Value Accumulation Test (CVAT)]	Displays the current options available for the policy.
[Riders]	Cash Value Enhancement	Displays riders available with this policy.
[MIB address ]	P.O. Box 105, Essex Station, Boston Massachusetts 02112, telephone number (866) 692-6901	Displays the current address and telephone number for MIB.
[Symetra address]	Individual Underwriting and Issue Department of Symetra Life, PO Box 84068, Seattle, WA 98124-9918	Displays the current address for the Access and Correction department

## CERTIFICATION

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification.



Suzanne Webb Sainato  
Vice President  
Symetra Life Insurance Company  
May 2, 2012

# Statement of Variability

May 4, 2012

Symetra Life Insurance Company  
NAIC # 68608/ FEIN #91-0742147

Forms: L-10076 10/11 Cash Value Enhancement Rider

The variability for bracketed items in the above-referenced forms is provided below. This Statement of Variability reflects bracketing of items that will vary based upon policy specific information. In addition, this Statement of Variability also reflects bracketing of items that Symetra Life Insurance Company might vary within the range provided for future issues without requiring a re-filing. We have bracketed these items so we may more quickly respond to changes in the market, in company experience, or in the regulatory environment. Any changes made in such items will be determined based on sound actuarial practice and administered in a uniform and non-discriminatory manner. Since the policy is a private placement, certain elements will be negotiated as part of each transaction. With the exception of the current Company and address, such variable information will not be changed for issued policies, only for new issues.

L-10076 10/11 Cash Value Enhancement Rider		
[Officer Signature]		Displays the signature of a current officer. In the event the name of an officer signing the policy form changes, any new signature utilized will be the name of an officer of the company.
[Officer Name]		Displays the printed name of a current officer. In the event the name of an officer signing the policy form changes, any new name utilized will be the name of an officer of the company.
[Officer Title]		Displays the title of a current officer. In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
[Enhancement Percentage Schedule]	0-100% in all years	Varies with policy size, sales load schedule, and commission paid as negotiated as part of private placement transaction.

## CERTIFICATION

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification.



Suzanne Webb Sainato  
Vice President  
Symetra Life Insurance Company  
May 2, 2012

# Statement of Variability

May 4, 2012

Symetra Life Insurance Company  
NAIC # 68608/ FEIN #91-0742147

Forms:

LUC-177 10/11 Life Insurance Application – Part IV

The variability for bracketed items in the above-referenced forms is provided below. This Statement of Variability reflects bracketing of items that will vary based upon policy specific information. In addition, this Statement of Variability also reflects bracketing of items that Symetra Life Insurance Company might vary within the range provided for future issues without requiring a re-filing. We have bracketed these items so we may more quickly respond to changes in the market, in company experience, or in the regulatory environment. Any changes made in such items will be determined based on sound actuarial practice and administered in a uniform and non-discriminatory manner. Since the policy is a private placement, certain elements will be negotiated as part of each transaction. With the exception of the current Company and address, such variable information will not be changed for issued policies, only for new issues.

## LUC 174 10/11 – Individual Life Insurance Application– Part IV

Field	Range	Explanation of Variation
[Company Name]		Displays the current legal name of the company.
[Company Address]		Displays the current address of the company.
[Investment Options]		Displays investment options offered for this policy.

### CERTIFICATION

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification.



Suzanne Webb Sainato  
Vice President  
Symetra Life Insurance Company  
May 2, 2012